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July 31, 2002

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TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

Hon. Sarah Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Docket No. 01-00637

02-00836

Dear Chairman Kyle:

Enclosed are five paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. ("collectively referred to as Sprint CLEC").

BellSouth and Sprint CLEC respectfully request that the interconnection agreement be approved as submitted. Copies of the enclosed are being provided to counsel for Sprint CLEC.

Very truly yours,

Guy M. Hicks

GMH:dt

Enclosure

cc: W. Richard Morris, Sprint Communications Company L.P.
James Wright, Esq., Sprint Communications

BELLSOUTH® / CLEC Agreement

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By and Between

BellSouth Telecommunications, Inc.

And

**Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum L.P.**

AGREEMENT

THIS INTERCONNECTION AND RESALE AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as “Sprint CLEC”), a Delaware Limited Partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (“Sprint PCS”) (“the Agreement”). When the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term “Sprint” shall be used. Otherwise, the applicable party shall be identified. This Agreement may refer to either BellSouth or Sprint or both as a “Party” or “Parties”, and is made effective on January 1, 2001 (“Effective Date”). The terms and conditions of this Agreement together with the negotiated bill and keep compensation arrangement for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic are made effective as of the Effective Date. All other rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.

RECITALS

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint Communications Company Limited Partnership is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the state of Florida and Sprint Communications Company L. P. is a CLEC authorized to provide telecommunications services in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint PCS is a Commercial Mobile Radio Service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the “Act”) and in conformance with BellSouth’s duties under the Act; and

NOW THEREFORE, in consideration of the terms and agreements contained herein, BellSouth and Sprint mutually agree as follows:

1. Purpose

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements (“UNEs”). This Agreement is entered into by BellSouth, Sprint CLEC, and Sprint PCS as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this Agreement to be applicable to both the CLEC and wireless interconnection arrangements as a single unified interconnection arrangement.

2. Term of the Agreement

2.1 The term of this Agreement is three (3) years from the Effective Date. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth below.

2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:

- a. Either Party’s material breach of any of the terms or conditions hereof;
or
- b. Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

3. Renewal

3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be

effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).

- 3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the Commission for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) for Sprint CLEC, or the General Subscriber Services Tariff (GSST) or other applicable tariff for Sprint PCS, to the extent an SGAT or GSST has been approved by the Commission. If any state Commission has not approved a BellSouth SGAT or GSST, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Sprint pursuant to such Interconnection Agreement that Sprint may elect pursuant to Section 252 (i) of the Act and Section 17 of this agreement. In the event that no election is made, BellSouth will continue to provide services to Sprint pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or GSST or the Interconnection Agreement elected by Sprint under the term of this provision and section of this agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

4. Ordering Procedures

- 4.1 For Sprint CLEC, the ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference. The ordering and provision of all services purchased from BellSouth by Sprint PCS shall be set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

5. Parity

- 5.1 When Sprint CLEC purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users.
- 5.2 The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

6. White Pages Listings

BellSouth shall provide Sprint and their customers access to white pages directory listings under the following terms:

- 6.1 Listings. BellSouth or its agent will include Sprint residential and business customer listings in the appropriate White Pages (residential and business) alphabetical directories. There will be no distinction made between Sprint and BellSouth customer listings.
- 6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint or its subscribers provided that Sprint provides subscriber listing information to BellSouth at no charge.
- 6.3 Procedures for Submitting Sprint Subscriber Information. BellSouth will provide to Sprint a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Sprint will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures, which are the same for resale and Unbundled Network Element based services, are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

- 6.4 Non-listed/Non-Published Subscribers. Sprint will be required to provide to BellSouth the names, addresses and telephone numbers of all Sprint customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed.
- 6.5 Inclusion of Sprint Customers in Directory Assistance Database. BellSouth will include and maintain Sprint subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Sprint will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 6.6 Listing Information Confidentiality. BellSouth will accord Sprint's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information. BellSouth shall ensure that access to Sprint customer proprietary listing information will be limited solely to those of BellSouth and BellSouth's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. BellSouth will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 6.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff. In addition to a basic White Pages listing, BellSouth will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint to offer for resale to Sprint's customers.
- 6.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Sprint CLEC subscribers at no charge.
- 6.9 BellSouth agrees to provide White Pages distribution services to Sprint customers within ILEC's service territory at no additional charge to Sprint. BellSouth represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to BellSouth and to other Sprint customers.
- 6.10 BellSouth will not sell or license Sprint's White Pages directory listing information to any third party without Sprint's prior written consent.
7. **Bona Fide Request/New Business Request Process for Further Unbundling**

- 7.1 Any request by Sprint for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint on the same rates, terms and conditions through an amendment to this agreement.
- 7.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 7.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.
- 7.4 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet Sprint's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Sprint's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with Sprint's designation, it may utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Sprint with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bona Fide request, BellSouth will inform Sprint as soon as practicable. Sprint and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

- 7.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.
- 7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Sprint will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

8. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for Sprint end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Sprint end users for the same length of time it maintains such information for its own end users.

- 8.1 Sprint agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 8.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 8.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Sprint will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse BellSouth for the call detail information provided.

- 8.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

9. Liability and Indemnification

- 9.1 Liabilities of BellSouth. Unless expressly stated otherwise in this Agreement, the liability of BellSouth to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.
- 9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to BellSouth resulting from any and all causes shall not exceed the amounts owing BellSouth under the agreement in total.
- 9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 9.4 No Consequential Damages. Neither Sprint nor BellSouth shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, “Consequential Damages”)), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party’s subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit BellSouth’s or Sprint’s liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by BellSouth’s or Sprint’s negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties’ indemnification obligations as specified herein.

- 9.5 **Obligation to Indemnify and Defend.** Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.
- 9.6 **Defense; Notice; Cooperation.** Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also

shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

10.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns

the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

- (a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- (b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. Treatment of Proprietary and Confidential Information

11.1 Proprietary and Confidential Information: Defined. It may be necessary for BellSouth and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information), including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Discloser's Confidential Information"). All Discloser's Confidential Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and proprietary notice. Discloser's Confidential Information orally or visually provided

to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure.

- 11.2 Use and Protection of Disclosers Confidential Information. Recipient shall use the Discloser's Confidential Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Discloser's Confidential Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Confidential Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
- 11.3 Ownership, Copying and Return of Discloser's Confidential Information. Discloser's Confidential Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Confidential Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Confidential Information has been returned or destroyed.
- 11.4 Exceptions. Discloser's Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by Discloser, without an obligation to keep it confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Discloser's Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against

or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.

- 11.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 11.6 Survival of Confidentiality Obligations. The parties' obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Discloser's Confidential Information exchanged during the term of this Agreement but in no event longer than 3 years from receipt of such information. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Discloser's Confidential Information that is a trade secret under applicable law.
- 11.7 Except as other wise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 11.8 BellSouth shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.
- 11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from BellSouth for purposes of soliciting or winning back BellSouth's customers.
- 11.10 Nothing herein shall prohibit Recipient from providing Information requested by the FCC or a state regulatory agency with jurisdiction over this matter to support a request for arbitration or an allegation of failure to negotiate in good faith.

12. Publicity

- 12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Assignments

Sprint may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of BellSouth, provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of BellSouth, to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the commission or licensed Commercial Mobile Radio Service provider to provide local exchange services.

BellSouth may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that BellSouth may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of BellSouth pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as BellSouth.

If during the Term of this Agreement, BellSouth sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, BellSouth shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that BellSouth shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

14. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Either Party may seek expedited

resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking other legal remedies.

15. Taxes

15.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

15.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 Taxes and Fees Imposed on Seller But Passed On To Purchasing Party.

- 15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 14 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.9 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon

giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. Most Favored Nations (MFN)

- 17.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Sprint any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

18. Modification of Agreement

- 18.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.
- 18.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 18.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 18.4 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under

this Agreement as of the effective date of the order by the court, Commission or FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.

- 18.4.1 This Agreement shall be amended to incorporate effective orders issued upon remand by the Supreme Court in “Verizon Communications, Inc., et al. v. FCC”, Nos 00-511 et al (U.S. May 13, 2002).
- 18.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.
- 18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.
- 18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective BellSouth tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:
 - 18.7.1 Unless otherwise provided herein, if the service or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.
 - 18.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.
 - 18.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

- 18.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.
- 18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles.

21. Audits and Examinations

- 21.1 Unless or until such time as a billing accuracy certification program has been implemented pursuant to Section 3 of Attachment 7, the audit process provided in this Section 21.1 shall apply.
- 21.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit BellSouth's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. Such audit may include examination of the flow of call detail records from BellSouth's switch to BellSouth's internal systems to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to BellSouth.
- 21.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 14, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

- 21.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 21.1.4 Third party audits requested by Sprint shall be at Sprint's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.
- 21.1.5 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 21.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. Remedies

- 22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.
- 22.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

23. Branding

- 23.1 In all cases of operator and directory assistance services Sprint provides using services provided by BellSouth under this Agreement, BellSouth shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall

determine. If BellSouth cannot provide such branding of Operator Services and Directory Assistance, BellSouth shall unbrand for all, including itself.

- 23.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests BellSouth personnel to interface with Sprint subscribers, such BellSouth personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing BellSouth.
- 23.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by BellSouth to Sprint customers shall be made available for Sprint's review. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about BellSouth products or services. For installation and repair services, BellSouth shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.
- 23.4 In no event shall BellSouth provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.
- 23.5 BellSouth shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.

24. Network Security

- 24.1 Protection of Service and Property
- 24.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:
 - 24.1.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:
 - 24.1.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.

- 24.1.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.
- 24.1.1.3 Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide BellSouth with replacement keys.
- 24.1.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.
- 24.1.1.5 Installing controls and logical security:
- to disconnect a user for a pre-determined period of inactivity on authorized ports;
 - to protect customer proprietary information; and
 - to databases to ensure both ongoing operational and update integrity.
 - to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway.
 - to provide security in accordance with BellSouth BSP 008-140-230BT (Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.)
- 24.2 Revenue Protection
- 24.2.1 Where BellSouth services are being resold and where Sprint is using a BellSouth port, Sprint will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900 and 976 numbers. Sprint and BellSouth will work cooperatively to prevent and research any fraud situation.
- 24.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment 7 of this Agreement.
- 24.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results

from the negligent or willful act or omission of the Party having such administrative control.

- 24.2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

24.3 Law Enforcement Interface

- 24.3.1 BellSouth shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

25. Relationship of Parties

It is the intention of the Parties that BellSouth be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. Survival

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. Responsibility for Environmental Hazards

- 28.1 Sprint shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the affected work location. BellSouth hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that

BellSouth, its contractors, tenants, collocating 3rd parties or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 28.2.

- 28.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform BellSouth in writing of its planned actions at such work location and shall receive BellSouth's written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. BellSouth shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth and each of BellSouth's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.
- 28.3 In the event any suspect material within BellSouth-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify BellSouth before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or operations, including, but not limited to, contamination of equipment.
- 28.4 Within ten (10) business days of Sprint's request for any space in BellSouth owned or controlled facility, BellSouth shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is

considered in BellSouth's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of BellSouth.

- 28.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to BellSouth procedures, BellSouth shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, BellSouth shall make such alternative route available for Sprint's consideration.
- 28.6 Subject to this Section and to BellSouth's standard security procedures, which procedures will be provided to Sprint, BellSouth shall allow Sprint at Sprint's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.
- 28.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 28, this Section 28 shall control.
- 28.8 When used in the context of environmental hazards, "**Release**" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

29. Notices

- 29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney – Commercial Group
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Sprint Communications Company L.P.

W. Richard Morris
Vice President – State External Affairs
6450 Sprint Parkway
Mailstop KSOPHN0214
Overland Park, KS 66215

Sprint PCS

Sprint PCS
Attention: Legal Regulatory Department
Mailstop: KSOPHI0414
6160 Sprint Parkway, Bldg. 9
Overland Park, KS 66251

with a copy to:

Sprint PCS
Manager: Carrier Interconnection Management
Mailstop: KSOPAM 0101
11880 College Blvd.
Overland Park, KS 66210

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 29.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 29.3 Changes in Retail Service
- 29.3.1 BellSouth shall notify Sprint electronically, by way of posting to the BellSouth interconnection web site, of any changes in the terms and conditions under which it

offers Telecommunications Services to subscribers who are nontelecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. Sprint recognizes that certain revisions may occur between the time BellSouth notifies Sprint of a change pursuant to this Section and either BellSouth's tariff filing of such change or tariff effective date. BellSouth shall notify Sprint of such revisions consistent with BellSouth's internal notification process but Sprint accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Sprint unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of the BellSouth filing of any such changes.

29.3.2 BellSouth shall notify Sprint electronically of proposed price changes at least 30 days prior to the effective date of any such price change.

29.3.3 BellSouth shall use its interconnection web site to notify Sprint of any network changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify Sprint of the changes concurrent with BellSouth's internal notification process for such changes.

29.4 BellSouth shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element or combination provided or required hereunder without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. BellSouth agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, BellSouth will provide substitute services and elements.

29.5 BellSouth shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

30. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

31. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

32. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

33. Implementation of Agreement

33.1 Within 60 days of the execution of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Telecommunications Services to their respective Customers. This Agreement will therefore address the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.

33.3 Existing BellSouth operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. The parties agree to negotiate any modifications to these procedures which may be required to support the terms and conditions of this Agreement. In the event that there are existing operations manuals, BellSouth informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and BellSouth

agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. BellSouth will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis. The operating procedures and interface documentation shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

- 33.3.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling), including standards and procedures for notification and discoveries of trunk disconnects;
- 33.3.2 disaster recovery and escalation provisions;
- 33.3.3 access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- 33.3.4 escalation procedures for ordering, provisioning, billing, and maintenance;
- 33.3.5 single points of contact for ordering, provisioning, billing, and maintenance;
- 33.3.6 service ordering and provisioning procedures, including manual processes and provision of the trunks and facilities;
- 33.3.7 provisioning and maintenance support;
- 33.3.8 change control procedures for modifications to any and all points of interface, electronic or automated interfaces, as well as operational interface processes and procedures impacting on-going operation between the parties;
- 33.3.9 conditioning and provisioning of collocation space and maintenance of Virtually collocated equipment;
- 33.3.10 procedures and processes for Directories and Directory Listings;
- 33.3.11 billing processes and procedures;
- 33.3.12 network planning components including time intervals;
- 33.3.13 joint systems readiness and operational readiness plans;
- 33.3.14 appropriate testing of services, equipment, facilities and network elements;
- 33.3.15 monitoring of inter-company operational processes;

- 33.3.16 procedures for coordination of local PIC changes and processing;
 - 33.3.17 physical and network security concerns; and
 - 33.3.18 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 33.4 The Implementation Plan may be modified from time to time as deemed appropriate by both parties.

34. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. BellSouth and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Sprint prior to filing of the Agreement. The CLEC Louisiana Certification Number for Sprint CLEC is TSP 00078.

35. Application of Attachments

This Agreement was negotiated between BellSouth, Sprint CLEC and Sprint PCS for the purpose of creating a single interconnection arrangement between BellSouth and Sprint. At the date of the signing of this Agreement, Sprint PCS has elected not to opt into the terms and conditions of the following Attachments: 1 Resale, 5 Access to Numbers, 6 Ordering and Provisioning, 9 Performance Measurements, and 11 Disaster Recovery. Should Sprint PCS desire to operate under the terms and conditions of those Attachments, prior to the expirations of the term of this Agreement, Sprint PCS and BellSouth shall negotiate an amendment to this Agreement.

36. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating

to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year written below.

BellSouth Telecommunications, Inc.

**Sprint Communications Company
Limited Partnership**

Signature on File
Signature

Signature on File
Signature

Chris Boltz
Name

W. Richard Morris
Name

Managing Director
Title

Vice President-State External Affairs
Title

6-28-02
Date

6-19-02
Date

Sprint Spectrum L.P.

Signature on File
Signature

Anthony G. Krueck
Name

Vice President-Engineering & Network Design
Title

6-26-02
Date

Definitions

“911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

“Access Customer Name and Address (ACNA)” The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

“Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

“Advanced Intelligent Network (AIN)” is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“ALI/DMS” (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“ANP” (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

“CABS” means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Carrier Identification Codes (CIC)” A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

“CCS” (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

“Central Office” means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

“Centralized Message Distribution System” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“CLASS” (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

“Collocation Space” means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth which agreement should not be unreasonably withheld.

“Commission” is defined as the appropriate telecommunications regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

“Conduit” is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

“Confidential and/or Proprietary Information” has the meaning set forth in Section 11.1 of General Terms and Conditions.

“Daily Usage File” is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to Sprint.

“Dedicated Transport” provides a local interoffice transmission path between BellSouth and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

“Defaulting Party” is a Party in breach of a material term or condition of the Agreement.

“Directory Assistance Database” refers to a collection of subscriber records used by BellSouth in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

“Directory Assistance Service” provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

“DSLAM” (Digital Subscriber Line Access Multiplexer) is a network multiplexing device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and puts the signals on a high speed backbone line. DSLAMs connect DSL lines with some combination of asynchronous transfer mode (ATM), frame relay or IP networks.

“E911” (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

“EDI” (Electronic Data Interchange) is the computer application to computer application exchange of standard business data between trading partners in a standard format. These standard formats, developed by the American National Standards Institute (ANSI) Accredited Standards Committee X12 (ASC X12) are utilized within the EDI environment. The Telecommunications Industry Forum (TCIF) (a committee sponsored by the Alliance for Telecommunications Industry Solutions [ATIS]) creates guidelines using specific ANSI ASC X12 transaction sets to conduct specific business transactions in the telecommunications industry. This allows for an industry standard exchange of product and service ordering data between CLECs and ILECs.

“Environmental Hazard” means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

“Exchange Message Interface” is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

“Grandfathered Service” means a service which can be resold only to existing subscribers of the grandfathered service.

“Hazardous Materials” means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the

above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

“INP” (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

“Intercompany Settlements (ICS)” is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

“Intermediary function” is defined as the delivery of traffic from Sprint; a CLEC other than Sprint or another telecommunications carrier through the network of BellSouth or Sprint to an end user of Sprint; a CLEC other than Sprint or another telecommunications carrier.

“ISP-Bound Traffic” is defined as telecommunications traffic delivered to an information service provider (“ISP”). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.

“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 – 52.33.

“Local Service Request” (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements (UNE-P).

Local Traffic

CLEC Local Traffic. CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include

ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

"Message Distribution" is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

"Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

"Multiple Exchange Carrier Access Billing ("MECAB")" means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

"NANP" (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"Network Element" is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

The agreement of the parties as to the provision of Network Elements is as set forth in Attachment 2 of this Agreement.

“Network Interface Device” (NID) is as defined in Attachment 2, Section 4.1.1.

“Non-Intercompany Settlement System (NICS)” is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

“NPA” (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

“NXX”, “NXX Code”, or “Central Office Code”, or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan (“NANP”).

“OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Operator Services” provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

“Packet Switching” is as defined in Attachment 2, Section 12.1

“Percent of Interstate Usage (PIU)” is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

“Percent Local Usage (PLU)” is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

“Permanent Number Portability (PNP)” means the use of the long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a).

“Physical Collocation” means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by

BellSouth which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.

“PSAP” (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

“Reseller” is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

“Revenue Accounting Office (RAO) Status Company” is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

“Service Control Point (“SCP”) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

“Shared Transport” is as defined in Attachment 3.

“Signaling Transfer Point (“STP”) are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

“Signaling Links” are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks.

“Signal Link Transport” is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

“SONET” is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets) with a base rate of 51.84 Mbps(OC-1/STS-1).

“Subsidiary” is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

“Switched Exchange Access Services” is as defined in Attachment 3.

“Tandem”, “Tandem Switching” serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

“Technically Feasible”. Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a

point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

“Wire Center” is the location where subscriber outside cable plant is terminated. A Wire Center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

“Wireless – Percent Local Usage” or “W-PLU” is defined as a factor to be applied to terminating minutes of use. The numerator is all “nonintermediary” Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

Attachment 1

Resale

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RESALE

This Attachment 1 is subject to the General Terms and Conditions of this Agreement

1. Discount Rates

The rates pursuant by which Sprint is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means an entity certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Sprint purchases for resale at wholesale rates any telecommunications service that BellSouth provides at retail to subscribers who are not telecommunications carriers.
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Sprint, may offer resold local exchange telecommunications service.

3. General Provisions

3.1 At the request of Sprint, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, BellSouth shall make available to Sprint for resale all Telecommunications Services that BellSouth currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.1.1 BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

- Dial tone and ring
- Capability for either dial pulse or touch tone recognition
- Capability to complete calls to any location
- Same extended local calling area
- 1+ IntraLATA toll calling
- PIC 1+ service
- CIC dialing (101XXXX)
- Same access to vertical features and functions
- Call detail recording capability required for end user billing
- Flat and Measured Service
- International Calling
- 911, 500, 700, 800, 888, 900, 976 dialing
- Ringing
- Repeat dial capability
- Multi-line hunting
- PBX trunks and DID service
- Stand-alone vertical services and/or vertical features (pursuant to Section 3.1.2 below)

3.1.2 Resale of Custom Calling Services.

3.1.2.1 Alabama, Georgia, Kentucky, Mississippi and South Carolina

In Alabama, Georgia, Kentucky, Mississippi and South Carolina, BellSouth will provide Custom Calling Services, vertical services and/or vertical features on a stand-alone basis, but such stand-alone services will not be subject to the wholesale discount.

3.1.2.2 Florida, Louisiana, North Carolina and Tennessee

In Florida, North Carolina and Tennessee, BellSouth shall make Custom Calling Services, vertical services, and vertical features available to Sprint at the applicable

- wholesale discount for resale on a stand-alone basis (i.e. without Sprint also being required to resell the basic local dial-tone). If an end user to which BellSouth is providing the underlying dial tone (retail or resale) and has provided a Custom Calling Service on a stand-alone basis to Sprint for resale wants the Custom Calling Service in question from another reseller or BellSouth, Sprint shall relinquish its provision of this service to the end-user. Additionally, if the end user on whose line BellSouth has provided a Custom Calling Service on a stand-alone basis to Sprint for resale wants service from a CLEC and that CLEC provides service utilizing unbundled switching, then Sprint shall terminate its provision of all Custom Calling Services and other vertical features to that end user. The Parties will negotiate interim procedures to implement this provision until industry standards are available.
- 3.1.3 CLASS and Customer Features Requirements. Sprint may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 3.1.4 Voluntary Federal and State Customer Financial Assistance Programs. Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from Sprint, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to Sprint, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.
- 3.1.5 BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable Sprint Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate Sprint Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Sprint Customer service information in the Automatic Location Identification/Database Management System ("ALI/DMS") used to support E911/911 services.
- 3.1.6 Hospitality Service. BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 3.1.7 Blocking Service. BellSouth shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what BellSouth provides its end users.

- 3.1.8 BellSouth will provide Sprint with at least the capability to provide a Sprint Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.
- 3.2 BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 Sprint may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 Sprint must resell services to other End Users.
 - 3.3.2 Sprint must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 4 of the General Terms and Conditions.
 - 3.3.3 Sprint cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.4 The provision of services by BellSouth to Sprint does not constitute a joint undertaking for the furnishing of any service.
- 3.5 Sprint will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Sprint for all services.
- 3.6 Sprint will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user with respect to such services except as expressly authorized by Sprint.
- 3.7 Either Party may serve an end user of the other party and neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.8 For the purpose of resale of BellSouth's telecommunications services by Sprint, number retention by the end user shall be provided in accordance with the provisions set forth in Attachment 5 of this Agreement, incorporated herein by reference.
- 3.9 For the purpose of the resale of BellSouth's telecommunications services by Sprint, number reservation shall be provided for in accordance with the provisions set forth in Attachment 5, Section 1 of this Agreement, incorporated herein by reference.
- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.12 BellSouth can refuse service when it has reasonable grounds to believe that service will be used in violation of the law. Reasonable grounds to refuse service shall be based upon the same criteria BellSouth uses to refuse service to its own end users.
- 3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by Sprint or its end users as part of providing service to Sprint for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
 - 3.14.2 Impair the privacy of any communications.
- 3.15 If Sprint becomes aware that a BellSouth resold telecommunications service is being used in a manner other than that which the service was originally intended as described in BellSouth's retail tariffs, Sprint has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.16 Facilities and/or equipment utilized by BellSouth to provide service to Sprint remain the property of BellSouth.
- 3.17 White page directory listings will be provided in accordance with Section 6 of the General Terms of this Agreement and with the regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.18 BellSouth shall provide electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or as mutually agreed by the Parties. Customer Record Information includes but is not limited to, customer specific

information in Customer Record Information System (CRIS) and Regional Street Address Guide (RSAG). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end user including electronic access where available. Otherwise, Sprint shall use best efforts to provide paper copies of customer record information within two (2) business days upon request by BellSouth. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.19 Charges for use of Operational Support Systems (OSS) shall be as ordered by appropriate state regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

3.20 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.21 BellSouth's Inside Wire Maintenance Service Plans will be made available for resale at rates, terms and conditions as mutually agreed to by the Parties.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2 of Attachment 5, incorporated herein by this reference.

- 3.23 Dialing Parity. BellSouth agrees that Sprint Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) a Sprint Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a Sprint Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the Sprint Customer may retain its local telephone number.

4. BellSouth's Provision of Services to Sprint

- 4.1 Sprint agrees that its resale of BellSouth services shall be as follows:

- 4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

- 4.1.1.1 a restriction on the resale of cross-class selling; and

- 4.1.1.2 reasonable, non-discriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

- 4.1.2 BellSouth reserves the right to periodically audit services purchased by Sprint to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Sprint shall make available to BellSouth or BellSouth's auditors such records and data which are reasonably necessary to establish authenticity of use. BellSouth shall bear the cost of said audit.

- 4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.

- 4.3 Support Functions

- 4.3.1 Routing to Directory Assistance, Operator and Repair Services

- 4.3.1.1 BellSouth shall make available to Sprint the ability to route:

- 4.3.1.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Sprint Customers directly to the Sprint Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by Sprint Customers directly to the Sprint Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Sprint Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.

- 4.3.1.1.2 611 repair calls dialed by Sprint Customers directly to the Sprint repair center.

- 4.3.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switches to other than BellSouth platforms, BellSouth will provide such routing using line class codes or other methods technically feasible and nondiscriminatory as agreed to by the parties. If a switch meets or exceeds 95% capacity of the available line class codes for that particular switch, BellSouth will meet with Sprint and other CLECs requesting line class codes to mutually agree upon acceptable alternatives, if any. BellSouth and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.
- 4.3.1.3 All direct routing capabilities described herein shall permit Sprint Customers to dial the same telephone numbers for Sprint Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.
 - 4.3.1.3.1 BellSouth branding is the default service level.
 - 4.3.1.3.2 Unbranding, custom branding, and self branding require Sprint to order selective routing for each originating BellSouth end office identified by Sprint. Rates for selective routing are set forth in Attachment 2 of this Agreement, incorporated herein by this reference.
 - 4.3.1.3.3 Custom branding and self branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System ("TOPS") or Sprint operator service provider.
 - 4.3.1.3.3.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.
 - 4.3.1.3.3.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.
 - 4.3.1.3.4 Unbranding – Unbranding directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to "no announcement".
- 4.3.1.4 BellSouth shall provide to Sprint, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to Sprint, in a timely manner, all

changes, alterations, modifications and updates to such data base via the same method as the initial transfer.

4.3.2 Operator Services – Interim Measures

4.3.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide Sprint Customers with the same Directory Assistance available to BellSouth Customers. If requested by Sprint, BellSouth will provide Sprint Directory Assistance Service under the Sprint brand. At such time BellSouth implements branding for its own Directory Assistance service BellSouth shall brand Sprint Directory Assistance in the same manner as it provides itself.

4.3.2.1.1 Sprint recognizes that BellSouth's providing to Sprint Directory Assistance Service under Sprint's brand may require additional costs to be incurred by BellSouth. BellSouth will charge Sprint for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement Sprint's branding request. If there is a dispute concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

4.3.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint's Customers:

4.3.2.2.1 Two Customer listings and/or addresses, if requested, per Sprint Customer call.

4.3.2.2.2 Name and address to Sprint Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.

4.3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.

4.3.2.2.4 Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.

4.3.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for Sprint Customers as for BellSouth's Customers.

4.3.2.2.6 Service levels will comply with applicable state regulatory requirements for:

- (a) number of rings to answer
- (b) average work time
- (c) disaster recovery options

4.3.2.2.7 Intercept service for Customers moving service will include:

- (a) referral to new number, either 7 or 10 digits

- (b) repeat of the new number twice on the referral announcement
- (c) repeat of the new recording twice

- 4.3.2.3 BellSouth shall provide Operator Services to Sprint's Customers at the same level of service available to BellSouth end users.
- 4.3.2.4 BellSouth agrees to provide Sprint Customers the same Operator Services available to BellSouth Customers. If requested, BellSouth will provide Sprint operator services branded as a Sprint call.
- 4.3.2.5 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint Customers:
 - 4.3.2.5.1 Instant credit on calls, as provided to BellSouth Customers.
 - 4.3.2.5.2 Routing of calls to Sprint when requested via existing Operator Transfer Service (OTS).
 - 4.3.2.5.3 Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services, as provided to BellSouth customers.
 - 4.3.2.5.4 Emergency call handling.
 - 4.3.2.5.5 Notification of the length of call.
 - 4.3.2.5.6 Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
 - 4.3.2.5.7 Handling of collect calls: person to person and/or station to station.
 - 4.3.2.5.8 Handling of third party calls.
- 4.3.3 Busy Line Verification and Emergency Line Interrupt.

Where BellSouth does not route Operator Services traffic to Sprint's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for Sprint on resold BellSouth lines. Where BellSouth routes Operator Services traffic to Sprint's platform, BellSouth shall provide BLV/ELI services when requested by Sprint Operators. Sprint and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to Sprint's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. Sprint may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI

facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform Sprint, and the Parties shall work together to resolve capacity problems expediently.

5. Maintenance of Services

- 5.1 Within 90 days of execution of this Agreement, Sprint and BellSouth will mutually develop standards regarding maintenance and installation of service and will document such standards in a Work Center Operational Understanding Agreement.
- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Sprint or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 The Parties shall notify each other of situations that arise that may result in a service problem.
- 5.5 Sprint will be BellSouth's single point of contact for all repair calls on behalf of Sprint's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Sprint will contact the appropriate repair centers in accordance with procedures as mutually agreed by the Parties in the Work Center Operational Understanding Agreement.
- 5.7 For all repair requests, Sprint will utilize prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Sprint for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services and will be assessed based on the same criteria BellSouth uses to charge its own retail customers.
- 5.9 BellSouth may contact Sprint end users only as expressly authorized by Sprint, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax

exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service. The Parties acknowledge that Sprint has already met these requirements.

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Sprint that a current end user of BellSouth will subscribe to Sprint's service, standard service order intervals equivalent to the intervals employed by BellSouth in serving its own retail customers for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation, under any circumstances, prior to establishing service for Sprint's end user customer. Sprint must, however, be able to demonstrate end user authorization upon request.
- 6.5 Sprint will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Sprint to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Sprint to the other LEC. BellSouth will notify Sprint that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Sprint has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Sprint as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Sprint. These charges can be adjusted if Sprint provides satisfactory proof of authorization.

7. Payment And Billing Arrangements

- 7.1 Payment and billing arrangements are subject to the provisions of Attachment 7 – Billing and Billing Accuracy Certification of this Agreement incorporated herein by this reference.

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
 - 8.1.1 Where possible, BellSouth will deny service to Sprint's end user on behalf of, and at the request of, Sprint. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Sprint.
 - 8.1.2 At the request of Sprint, BellSouth will disconnect a Sprint end user customer using the same time intervals that it uses for its own retail customers.

- 8.1.3 All requests by Sprint for denial or disconnection of an end user for nonpayment must be in writing or electronic communication.
- 8.1.4 Sprint is solely responsible for notifying its end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Sprint when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Sprint and/or the end user against any claim, loss or damage arising from providing this information to Sprint. It is the responsibility of Sprint to take the corrective action necessary with its end users who make annoying calls, up to and including disconnection of service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Sprint are as follows:
 - 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Sprint of the rules and regulations of BellSouth's Tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.
 - 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth, upon written notice, may refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to the person designated by Sprint to receive notices of noncompliance, and discontinue the provision of existing services to Sprint at any time thereafter.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.
 - 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon discontinuance of service on Sprint's account, service to Sprint's end users will be denied. BellSouth will also reestablish service at the request of the end user or Sprint upon payment of the

appropriate connection fee and subject to BellSouth's normal application procedures. Sprint is solely responsible for notifying the end user of the proposed disconnection of the service.

- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to the Sprint Account Manager stating the requested activation date.

10. Optional Daily Usage File (ODUF)

- 10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7, Section 9 of this Agreement. Rates for ODUF are as set forth in Exhibit A of Attachment 7.
- 10.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to the BellSouth Account Manager stating the requested activation date.

11. Enhanced Optional Daily Usage File (EODUF)

- 11.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in Attachment 7, Section 11 of this Agreement. Rates for EODUF are as set forth in Exhibit A of Attachment 7.
- 11.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to the BellSouth Account Manager stating the requested activation date.

RESALE DISCOUNTS AND RATES

Attachment 1

Page 1

Exhibit A

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS									
RESIDENCE	16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS	16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*					9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									

OPERATIONS SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Type of Service		MS		NC		SC		TN			
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?		
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3		
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No		
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
7.	N11 Services	Yes	Yes	No	No	No	No	Yes	Yes		
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No		
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No		
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No		
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No		
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No		
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No		
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes		

Exhibit B
Page 2 of 2

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Sprint and pursuant to which BellSouth, its LIDB customers and Sprint shall have access to such information. Sprint understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Sprint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third party and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Sprint of fraud alerts so that Sprint may take action it deems appropriate. Sprint understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Sprint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Sprint for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Sprint understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Sprint further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Sprint understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Sprint's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Sprint's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Sprint agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Sprint's end user accounts which are resident in LIDB pursuant to this Agreement. Sprint authorizes BellSouth to place such charges on Sprint's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Sprint hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Sprint shall have the responsibility to render a billing statement to its end users for these charges, but Sprint's obligation to pay BellSouth for the charges billed shall be independent of whether Sprint is able or not to collect from Sprint's end users.
- (d) BellSouth shall not become involved in any disputes between Sprint and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Sprint. It shall be the responsibility of Sprint and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Sprint will not be charged a fee for storage services provided by BellSouth to Sprint, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Sprint. Sprint shall have the right to have BellSouth contest with the imposing jurisdiction, at Sprint's expense, any such taxes that Sprint deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless as provided in Section 9 of the General Terms and Conditions of this Agreement.

V. LIMITATION OF LIABILITY

The Parties will be governed by the Limitation of Liability provisions in the General Terms and Conditions of this Agreement.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- G. The Parties agree that the interpretation of this Agreement with regard to matters relating to Confidentiality and Publicity, Survival, Force Majeure and Governing Law shall be as provided in the General Terms and Conditions of this Agreement.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. (“BellSouth”), and Sprint (“Sprint”), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for Sprint’s provision of billing number information to BellSouth for inclusion in BellSouth’s LIDB. BellSouth will store in its LIDB the billing number information provided by Sprint, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a Local Number Portability arrangement.
- B. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Sprint.
- F. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- J. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Sprint.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or Local Number Portability arrangements in its LIDB. Sprint will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Sprint. BellSouth will not issue line-based calling cards in the name of Sprint's individual end users. In the event that Sprint wants to include calling card numbers assigned by Sprint in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether Sprint has identified the billing number as one which should not be billed for collect or third number calls, or both.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

This Attachment 2 is subject to the General Terms and Conditions of this Agreement.

1. Introduction

- 1.1 The Parties will implement the requirements of the Third Report and Order, CC Docket No. 96-98, Released November 5, 1999 (UNE Remand) in accordance with the effective dates set forth therein and all subsequent FCC, Commission or court orders.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

BellSouth offers non-discriminatory access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber and high frequency spectrum of the loop as set forth in this Attachment.

- 1.2 BellSouth shall, upon request of Sprint, and to the extent technically feasible, provide to Sprint access to its network elements for the provision of Sprint's telecommunications service. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or its affiliates or such access as would offer an efficient carrier a meaningful opportunity to compete. If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the Parties.

- 1.3 Sprint may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Sprint chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. BellSouth shall deliver the network elements purchased by Sprint for combining to the designated Sprint collocation space or other technically feasible point of access for the type of UNE requested. The network elements shall be provided as set forth in this Attachment.

- 1.4 Except upon request by Sprint, BellSouth shall not separate, disconnect or disrupt the functionalities of requested network elements that BellSouth currently combines. QuickServ lines shall be considered Currently Combined for the purposes of this Agreement.

- 1.4.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

1.4.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term “Currently Combines” means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth’s actual performance or applicable industry standards. BellSouth represents that BellSouth’s technical publications referenced in this amendment conform with national standards (i.e. ANSI) where they exist, and shall be modified in the future to conform with new or modified national standards and final FCC Orders; provided, however, in instances where multiple conflicting national standards exist, BellSouth shall adopt the standard(s) most compatible with its network; provided, however, BellSouth will make Sprint aware of such conflict(s), and, if Sprint requests, fully document the conflict, and provide Sprint with the rational for adopting the particular standard including why it is most compatible with BellSouth’s network.

1.6 Upon the effective date of any legislative, regulatory, judicial or other legal action that modifies or redefines the “Network Elements” in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Sprint will adopt and adhere to the appropriate ANSI standards regarding maintenance and installation of service.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The unbundled loop is the physical medium or functional path which Sprint is granted exclusive use, is a transmission path between the main distribution frame, or its equivalent, in a BellSouth Central Office, or remote wire center and up to the loop demarcation point at an end user customer premise, including customer premises wire owned by BellSouth. Each unbundled loop will be provisioned with a NID or other appropriate demarcation device. Loop types include, but are not limited to, dark fiber and other loop types as set forth in section 2.3 of this attachment.

2.2.2 With the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity.

2.2.3 In defining a loop, BellSouth is obliged to provide a loop capable of supporting a variety of services (e.g., a continuous copper facility, free of load coils with bridged taps conditioned for advanced services), when requested by Sprint. When such facilities are not available as a result of (a) a lack of BellSouth facilities; (b) the presence of incompatible intervening electronics; or (c) due to other constraints, including but not limited to the inadequate electrical characteristics of the loop, then BellSouth will provide the following options:

1. Special Construction process may be used to place new facilities as requested by Sprint,
2. Sprint may use BellSouth's Unbundled Loop Modifications (ULM) offering to condition the loop by removing intervening equipment and/or load coils,
3. Sprint may obtain access to the sub-loop component that serves the intended end user.

2.2.4 Unbundled Loop Modifications (ULM)

2.2.4.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Sprint, whether or not BellSouth offers advanced services to the End User on that loop.

2.2.4.2 ULM is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.2.4.3 BellSouth shall recover the cost of line conditioning requested by Sprint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of

the Act and in compliance with FCC Rule 52.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, Sprint shall pay to BellSouth interim cost-based charges established by BellSouth, such charges to be subject to true up in accordance with Section 22.3 of this Attachment.

2.2.5 Loop Qualification

2.2.5.1 The pre-ordering function includes non-discriminatory access to the same detailed information about the loop that is available to BellSouth. Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence and type of Digital Loop Carrier) that enable carriers to determine whether the loop is capable of supporting xDSL and other advanced technologies.

2.2.5.2 As part of the loop qualification process, BellSouth will provide, to the extent such information exists, the following to Sprint:

2.2.5.2.1 the composition of the loop material, including, but not limited to fiber optics, copper;

2.2.5.2.2 the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups;

2.2.5.2.3 the loop length, including the length and location of each type of transmission media;

2.2.5.2.4 the wire gauge(s) of the loop; and

2.2.5.2.5 the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.2.6 Service Inquiry – Manual Loop Qualification

2.2.6.1 BellSouth's Service Inquiry (SI) process is a manual loop qualification process for use in connection with provisioning xDSL Digital Loops. The current SI process involves sending an SI form and the Local Service Request (LSR) to the Complex Resale Service Group (CRSG) which directs BellSouth to look for a specific xDSL loop type at a particular address. Once BellSouth determines whether or not facilities exist for that type of loop at the requested address, the response will be sent back to Sprint.

2.2.6.2 If the requested xDSL capable facilities are available, the LSR will be processed and the loop will be provisioned and the associated loop makeup data will be

provided. If the requested xDSL capable facilities are not available, Sprint will be notified promptly of the reasons such loop types are not available.

2.2.6.3 If that loop type can be made available through the removal of equipment and/or bridge tap, Sprint may use BellSouth's Unbundled Loop Modification (ULM) product to condition the loop to Sprint's specifications. BellSouth will only ensure electrical continuity and balance to tip and ring on circuits modified beyond the appropriate standards for that loop type.

2.2.6.4 Currently, the cost of the SI is included in the NRC for the loop itself. In the future, if BellSouth develops a separate charge for the SI, the NRC for the loop will be reduced by an equivalent amount.

2.2.6.5 BellSouth will use its best efforts to perform the SI Manual Loop Qualification Process within 3 to 5 business days.

2.2.7 Preordering Loop Makeup (LMU)

2.2.7.1 Description of Service

2.2.7.1.1 BellSouth shall make available to Sprint loop makeup (LMU) information so that Sprint can make an independent judgment about whether the loop is capable of supporting the advanced services equipment Sprint intends to install and the services Sprint wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Sprint ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.2.7.1.2 BellSouth will provide Sprint with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.2.7.1.3 BellSouth's LMU information is provided to Sprint as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.2.7.1.4 Sprint may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by Sprint and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Sprint's ability to provide advanced data services over the ordered

loop type. Further, if Sprint orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Sprint is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.7.2 Submitting Loop Makeup Service Inquiries

2.2.7.2.1 Sprint may obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop information from the mechanized LMUSI process, if Sprint needs further loop information in order to determine loop service capability, Sprint may initiate a separate manual LMUSI for a separate nonrecurring charge as set forth in Section 7.

2.2.7.2.2 **Manual** LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry will be in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.7.3 Loop Reservations

2.2.7.3.1 Sprint may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to Sprint. During and prior to Sprint placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Sprint does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.2.7.3.2 For a Mechanized LMUSI, Sprint may reserve up to ten loop facilities. For a Manual MNUSI, Sprint may reserve up to three loop facilities.

2.2.7.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.2.7.4 Ordering of Other UNE Services

2.2.7.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Sprint will not be billed any additional LMU changes for the loop ordered on such LSR. If, however, Sprint does not reserve

facilities upon an initial LMUSI, Sprint's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

- 2.2.7.4.2 Where Sprint has reserved multiple loop facilities on a single reservation, Sprint may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Sprint, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Sprint. If the ordered loop type is not available, Sprint may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.
- 2.2.8 When available and upon Sprint's request, BellSouth shall provide Sprint electronic access to its UNE loop test system. BellSouth provides Sprint test access to designed and non-designed services through Electronic Communications Trouble Administration (ECTA).
- 2.2.9 Whether conditioned or unconditioned, all loops will be included in any service performance measurements, as set forth in Attachment 9 of this Agreement.
- 2.2.10 The provisioning and installation interval for an unbundled DSL capable loop where no conditioning is requested will be in accordance with the BellSouth Products and Services Interval Guide or the same interval that is provided to other CLECs or BellSouth affiliates whichever is shorter. The provisioning and installation intervals for conditioning of unbundled DSL capable loops up to 18,000 feet will be at parity with the BellSouth's retail analog or affiliate interval and will be determined on an individual case basis. Conditioning of an unbundled DSL capable loop in excess of 18,000 feet will have an individual case basis determined provisioning and installation interval.
- 2.2.11 To the extent that the provisioning of an unbundled loop to Sprint will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space, these cross-connects are a separate element and are not considered a part of the loop.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

"Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where Sprint is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops. Order coordination for

physical conversions will be scheduled by mutual agreement during normal working hours on the committed due date and at parity with that which BellSouth provides itself, BellSouth's own subscribers, to a BellSouth Affiliate or its subsidiaries, or to any other entity.

“Order Coordination – Time Specific” refers to service order coordination in which Sprint requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Sprint may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Any such overtime charges will be at parity with that BellSouth provides to a BellSouth Affiliate or its subsidiaries, or to any other entity. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Sprint must order OC when requesting OC-TS.

Where facilities are available, BellSouth will install loops in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. For orders of 14 or more loops, the

installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Sprint, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If Sprint cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in FCC #1 Tariff, Section 5.4 and applied to the TELRIC based non-recurring charges in this agreement.

If a Sprint order for a local loop is modified by Sprint or a Sprint end-user, Sprint will compensate BellSouth for costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. Upon implementation of such charges by BellSouth, Sprint may charge BellSouth order modification charges using the same rates and conditions as BellSouth utilizes for assessing such charges to Sprint.

- 2.2.12 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed and will not have test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Sprint. Sprint may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops. If Sprint requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

SL2 loops shall have test points, will be designed with a Design Layout Record provided to Sprint, and will be provided with Order Coordination. The OC feature will allow Sprint to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.2.13 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR). BellSouth will maintain the UDL characteristics in a manner that ensures the loop is as it was

when it was provisioned. The parties shall use their best efforts to avoid service degradation caused by spectrum interference.

- 2.2.14 As a chargeable option on all loops except UVL-SL1 and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Sprint the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.2.15 Upon successful completion of the cooperative test with BellSouth, Sprint will be responsible for testing and isolating troubles on the loops. Once Sprint has isolated a trouble to the BellSouth provided loop, Sprint will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.2.16 If Sprint reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.2.17 If Sprint reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.3 Technical Requirements
- 2.3.1 To the extent available within BellSouth's network at a particular location, BellSouth will offer unbundled loops capable of supporting telecommunications services as set forth in this section. If a requested unbundled loop type is not available, then Sprint can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Sprint's request.
- 2.3.2 Sprint will have access to the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this section. Using the appropriate collocation or other point of access methodologies, Sprint also shall have the right to place appropriate equipment, such as digital subscriber line access multiplexing equipment, at the fiber/copper interface point in BellSouth's loop plant. Sprint will use its best efforts to minimize its equipment's interference with the BellSouth network and will work cooperatively to resolve any such occurrences.
- 2.3.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat

ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks and pay telephone lines.

- 2.3.2.2 "4- Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.
- 2.3.2.3 "2-Wire ISDN Digital Grade ULL," "BRI ISDN" or IDSL which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 and conforms to Power Spectral Density Mask.
- 2.3.2.4 "2-Wire ADSL-Compatible ULL or ADSL-2W" is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. An ADSL-2W is a transmission path that may be suitable for the data rates of up to a 6 Mbps digital signal downstream (toward the Customer) at a 6dB performance margin and up to a 640 Kbps digital signal upstream (away from the Customer) at a 6dB performance margin while simultaneously carrying an analog voice signal, although Sprint is not restricted to those bandwidth specifications in providing its services (nor does BellSouth guarantee such data rates), provided that Sprint complies with appropriate industry standards. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame. The upstream and downstream ADSL power spectral density masks and dc line power limits referenced in BellSouth ANSI T1.413.1998 shall apply.
- 2.3.2.5 "2-Wire HDSL-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in TA-NWT-001210 shall apply.
- 2.3.2.6 " HDSL2-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair. BellSouth will provide a loop that meets Carrier Serving Area Guidelines, which are defined in T1 Technical Report # 28. To the extent that separate industry approved NC and NCI codes are designated for HDSL2 loops, BellSouth will modify its ordering procedures to accept those separate ordering codes.
- 2.3.2.7 "4-Wire HDSL-Compatible ULL or HDSL-4W" consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Bellcore TA-NWT-001210 shall apply.

- 2.3.2.8 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) is a transmission path that supports the transmission of digital signals up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and a Sprint Collocation node at a[BellSouth] central office. A DS-1 Digital Grade Loop is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.
- 2.3.2.9 Other DSL Technologies: As the Industry accepts other power spectral density masks, BellSouth will allow additional types of DSL technologies and/or services such as SDSL and VDSL to be provided on unbundled network element(s) contained in this agreement. Then Sprint may order the unbundled element(s) as a result of this agreement and use the additional DSL technologies without re-negotiations or contract amendments.
- 2.3.2.10 Unbundled loops will be ordered by using the appropriate NC/NCI code. If Sprint requests a loop to be modified beyond the appropriate characteristics for that loop type then the newly modified loop will be ordered and inventoried as an unbundled copper loop (UCL).
- 2.3.3 Carrier Serving Area (CSA)
- 2.3.3.1 Carrier Serving Area (CSA) Loop Specifications - CSA design specifications were originally developed to support 56 Kbps Digital Data Service (DDS) delivery to customers served by Digital Loop Carrier (DLC) systems. A CSA loop is defined as a wire pair that meets CSA design guidelines whether it originates from a central office or from a remote terminal site.
- 2.3.3.2 CSA loops will be designed to meet the specifications as described in Telcordia SR2275, Issue 3, 12/97 (Section 7-Transmission).
- 2.3.3.3 Loops that comply with CSA specifications are intended to support DSL services such as HDSL, HDSL2, SDSL at a 768 Kbps symmetrical transmission rate, and ADSL at a 6 Mbps by 640 Kbps asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
- 2.3.3.4 CSA loops may be ordered from the BellSouth using a Telcordia standard Network Channel (NC) code of LXC.
- 2.3.4 Revised Resistance Design (RRD)

- 2.3.4.1 Revised Resistance Design (RRD) Loop Specification - Revised Resistance Design specifications are described in Telcordia, SR2275, Issue 3, 12/97 (Section 7-Transmission).
- 2.3.4.2 Loops that comply with RRD design specifications are intended to support SDSL up to a 384 Kbps symmetrical transmission rate and ADSL up to a 1.5 Mbps by 384 asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
- 2.3.4.3 RRD loops may be ordered from BellSouth using a Telcordia standard Network Channel (NC) code of LXR. BellSouth will provide an unbundled digital loop that is ADSL compatible that meets RRD using LXR.
- 2.3.5 Unbundled Copper Loops (UCL) – Short and Long. UCLs will be offered in two versions. The short UCL will be non-loaded copper loop of up to 18kf and has Resistance Design criteria for resistance and bridge tap. The long UCL would be any copper loop that is longer than 18kf where the load coils have been removed through the ULM process. Unbundled Copper Loops may be ordered from BellSouth using a Telcordia standard Network Channel Code of LX-N (for short copper loops) and LX-- (for long copper loops), or other Telcordia standard NC code as may be adopted in the future.
- 2.3.6 Sprint will pre-qualify the loops based on the above specifications. If, after receiving the Sprint order, BellSouth determines based on records, that the loop does not meet the specifications, BellSouth will notify Sprint of its findings and will work cooperatively with Sprint, to resolve any issues or discuss alternatives.
- 2.3.7 The loop will support the transmission, signaling, performance and interface requirements of the services described in Section 2.3.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Sprint will be consistent with industry standards. To the extent there are no applicable industry standards, BellSouth's TR73600 will apply.
- 2.3.8 In some instances, Sprint will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Sprint can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Sprint will determine the type of service that will be provided over the loop. Sprint will utilize BellSouth's ULM process to request these changes. The rates for ULM are included in Exhibit C.
- 2.3.9 The loop shall be provided to Sprint in accordance with the following Technical References:
BellSouth's TR73600, Unbundled Local Loop Technical Specification

- 2.3.9.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.3.9.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.3.9.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.3.9.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

3. Integrated Digital Loop Carriers

- 3.1 When Sprint requests an unbundled Loop currently served by BellSouth's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology in which there is no access to a contiguous loop, BellSouth will, where available, move the requested unbundled Loop to a vacant cable pair, universal digital loop carrier, or other non-integrated DLC transmission equipment for the purpose of unbundling the Loop at no additional charge to Sprint. If, however, no vacant unbundled Loop is available, BellSouth will within twenty-four (24) hours, of Sprint's request, notify Sprint of the lack of available facilities. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Sprint will then have the option of paying the one time SC rates to place the loop facilities or Sprint may chose some other method of providing service to the end user (e.g., Resale, private facilities, etc.).

4. Network Interface Device

4.1 Definition

- 4.1.1 The Network Interface Device (NID) Network Element is defined as a cross-connect device used to connect loop facilities to inside wiring including all features, functions, and capabilities required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 Technical Requirements

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where practicable, the NID shall be physically accessible to Sprint designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, the Parties shall work cooperatively to obtain entrance permission directly from the end user.
- 4.2.6 Upon Sprint's request, BellSouth will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by BellSouth field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. BellSouth will also provide to Sprint at an additional cost, as set forth in FCC #1 tariff section 13.2.6.c, cooperative testing to test any network element provided by BellSouth and to test the overall functionality of network elements that are connected to one another or to equipment or facilities provided or leased by Sprint, to the extent BellSouth has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that BellSouth is required to provide for unbundled network elements under this Agreement.
- 4.3 Interface Requirements
- 4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
- 4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
- 4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

- 4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 “Indoor Telephone Network Interfaces”;
- 4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 “Generic Requirements for Outdoor and Indoor Building Entrance”

5. Loop Termination

- 5.1 As part of the loop ordering process, Sprint will provide central office termination information. This information will be in the form of a Sprint tie cable name and pair number.
- 5.2 When continuity is established from the Sprint tie cable pair, through any intermediate field cross connect points, and is properly terminated at the NID, BellSouth will inform Sprint of order completion.

6. Unbundled Loop Concentration (ULC) System

- 6.1.1 BellSouth will provide to Sprint loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 6.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Sprint at Sprint’s collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC’s collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

7. Sub-loop Elements

- 7.1 Where facilities are in place and available, BellSouth shall, pursuant to 47 CFR § 51.319 (a) (2), offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. If no facilities exist, Sprint may utilize BellSouth’s special construction process to request the placement of such facilities.

7.2 Unbundled Sub-Loop (USL)

7.2.1 Definition

7.2.1.1 Subloops

The Subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire (owned by BellSouth). An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. These would include a technically feasible point near the customer premises, such as the pole or pedestal, the network interface device (NID), or the minimum point of entry to the customer premises. Another point of access would be the feeder distribution interface (FDI). The FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV). A third point of access is the main distribution frame in BellSouth's central office.

7.2.1.2 The Unbundled Sub-Loop will be copper twisted pair. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is technically feasible to place the required facilities where Sprint has requested access to Unbundled Sub-Loops. If existing cross-connect capacity within the cross-box is sufficient to meet Sprint's demand, then BellSouth will perform the set-up work as described in the next section 7.2.1.3. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 7.2.1.3) to accommodate Sprint's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Sprint will then have the option of paying the one-time SC charge to modify the facilities to meet Sprint's request.

7.2.1.3 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice Sprint's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, Sprint's requested sub-loop pairs would be provisioned through the service order process based on the submission of an LSR to the LCSC.

7.2.2 Requirements for All Unbundled Sub-Loops

7.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. Sprint's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

7.2.3 Interface Requirements

7.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

7.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

7.3 Unbundled Sub-Loop Concentration System (USLC)

7.3.1 Where facilities are in place and available, BellSouth will provide Sprint with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Sprint's collocation space. TR-008 and TR303 interface standards are available. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.

7.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

7.3.3 In these scenarios Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Sprint's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

7.4 Unbundled Network Terminating Wire (UNTW)

7.4.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Sprint pursuant to the following terms and conditions at rates as set forth in this Attachment.

7.4.2 Definition

7.4.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

7.4.3 Requirements

7.4.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Sprint. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Sprint's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Sprint. If after BellSouth has relinquished the first pair to Sprint and the end user decides to change local service providers to BellSouth, Sprint will relinquish the first pair back to BellSouth.

7.4.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Sprint agrees to surrender their spare pair(s) upon request by BellSouth.

7.4.3.3 If an end user of Sprint desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

7.4.3.4 If Sprint has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Sprint's NTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

7.4.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

7.4.4 Technical Requirements

7.4.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW.

The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Sprint will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Sprint will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

8. High Frequency Spectrum Network Element

8.1 General

8.1.1 BellSouth shall provide Sprint access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") Modification at the rates set forth in Exhibit C. BellSouth shall provide Sprint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

8.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Sprint the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, Asymmetrical Digital Subscriber Line ("ADSL"), Rate Adaptive Digital Subscriber Line ("RADSL"), and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Sprint shall only use xDSL technology that is within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or other applicable industry standards. Sprint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

8.1.3 The following loop requirements are necessary for Sprint to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAMLs"), or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth will provide Sprint access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2.4 of this Attachment 2. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C.

8.1.3.1 The interim costs for conditioning are subject to true up as provided in Section 22.3 of this Attachment 2. BellSouth will condition loops to enable Sprint to

provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. If Sprint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Sprint shall pay for the loop to be restored to its original state.

- 8.1.4 Sprint's termination point is the point of termination for Sprint on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Sprint's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to Sprint's xDSL equipment in Sprint's collocation space.
- 8.1.5 Sprint shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 8.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 8.2.1 BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
 - 8.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Sprint's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 8.2.1.2 Once a splitter is installed on behalf of Sprint in a central office, Sprint shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 8.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Sprint access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Sprint with a carrier notification letter at least 30 days before such change and shall work collaboratively with Sprint to select a mutually agreeable brand of splitter for use by BellSouth. Sprint shall thereafter purchase ports on the splitter as set forth more fully below.

- 8.2.1.4 BellSouth will install the splitter in (i) a common area close to the Sprint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Sprint DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Sprint DS0 at such time that a Sprint end user's service is established.
- 8.2.1.5 Sprint Owned Splitters
- 8.2.1.5.1 Upon completion of the conditions set forth below, BellSouth (i) shall provide Sprint with the option of purchasing, installing and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Sprint to obtain access to, and provide digital subscriber line services to Sprint's customers via High Frequency Spectrum Network Elements that utilize such splitters.
- 8.2.1.5.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues within 60 days of execution of this agreement:
- 8.2.1.5.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Sprint's equipment or wiring.
- 8.2.1.5.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Sprint's collocation arrangement.
- 8.2.1.5.2.3 COSMOS must be modified to be able to accept two Cable Facility Assignment ("CFA") pair assignments from Sprint when Sprint orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:
- 8.2.1.5.2.3.1 Sprint shall identify for BellSouth the cable pairs in specific central offices that Sprint intends to use for line sharing; and
- 8.2.1.5.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs within 45 days.
- 8.2.1.5.2.3.3 If it is not technically feasible for BellSouth to complete these modifications within 45 days, BellSouth will use its best efforts to develop a work-around solution that will enable Sprint to provide its services using High Frequency Spectrum and Sprint's splitters within 60 days. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Sprint to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

- 8.2.1.5.3 In the event Sprint desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Sprint shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Sprint anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Sprint or its certified vendor will provide a Method of Procedure for each affected collocation space. In the event the equipment installed by Sprint does not comply with Section 8.2.1.5.4 below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Sprint, may require Sprint to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Attachment 4 of the Agreement. BellSouth shall permit Sprint a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.
- 8.2.1.5.4 Any splitters installed by Sprint in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Sprint to install any splitters in its collocation arrangement that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 8.2.1.6 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Sprint shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Sprint notice in a reasonable time prior to disconnect, which notice shall give Sprint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Sprint purchases the full stand-alone loop, Sprint may elect the type of loop it will purchase. Sprint will pay the appropriate recurring and non-recurring rates for such loop as set for in this Agreement. In the event Sprint purchases a voice grade loop, Sprint acknowledges that such loop may not remain xDSL compatible.

- 8.2.1.7 Sprint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Sprint agree that Sprint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Sprint with access to feeder subloops at UNE prices. BellSouth and Sprint will work together to establish methods and procedures for providing Sprint access to the High Frequency Spectrum over fiber fed digital loop carriers.
- 8.3 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop
- 8.3.1 To order High Frequency Spectrum on a particular loop, Sprint must have a Digital Subscriber Line Access Multiplexer (“DSLAM”) collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Sprint to create a concurrent process that allows Sprint to order splitters in central offices where Sprint is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Sprint’s collocation provisioning interval. While that process is being developed, Sprint may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the interval provided in Section 8.2.1.1.
- 8.3.2 For splitters owned by BellSouth, BellSouth will devise a splitter order form that allows Sprint to order splitter ports in increments of 24 or 96 ports.
- 8.3.2.1 BellSouth will provide Sprint the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum.
- 8.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free LSR. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow through, in forty-eight (48) hours. BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
- 8.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Sprint’s FOC; 6-10 lines at same address within 5 business days from the receipt of Sprint’s FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Sprint will re-evaluate these intervals.
- 8.3.4 BellSouth will provide to Sprint BellSouth’s Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

- 8.3.5 BellSouth will provide Sprint access to the Preordering Loop Makeup (LMU), in accordance with Section 2.2.7 of this Attachment. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C of this Attachment.
- 8.4 Maintenance and Repair
- 8.4.1 Sprint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Sprint may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 8.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 8.4.3 Sprint shall inform its end users to direct data problems to Sprint, unless both data and voice services are impaired, in which event, the end users should call BellSouth.
- 8.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble will notify the end user that the trouble is on the other Party's portion of the loop.
- 8.4.5 In the event Sprint's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Sprint and allow twenty-four (24) hours to cure the trouble. If Sprint fails to resolve the trouble, BellSouth may discontinue Sprint's access to the High Frequency Spectrum on such loop.
- 8.5 Pricing
- 8.5.1 BellSouth and Sprint agree to negotiated, interim rates for the High Frequency Spectrum as shown in Exhibit C. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum,

BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Sprint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

- 8.5.2 BellSouth and Sprint enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Sprint may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Sprint may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Sprint might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Sprint with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

9. Switching

- 9.1 BellSouth shall provide non-discriminatory access to local circuit switching capability on an unbundled basis, except as set forth below in Section 9.4 to Sprint for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Sprint for the provision of a telecommunications service only in the limited circumstance described below in Section 12.3.

- 9.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Sprint regarding the use of Switching capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

- 9.3 Local Circuit Switching Capability, including Tandem Switching Capability

9.3.1 Definition

- 9.3.1.1 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial

tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

9.3.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

9.4 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Sprint when Sprint serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

9.5 Rates.

9.5.1 In Florida the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

9.5.2 In Georgia, Louisiana, North Carolina, South Carolina and Tennessee the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the non-UNE based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

- 9.6 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Sprint. Any features that a switch is capable of providing and are technically feasible but have not yet been activated can be requested through the BFR process.
- 9.7 BellSouth will provide to Sprint purchasing BellSouth switching and/or reselling BellSouth exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint customers may use the same dialing arrangements as BellSouth customers, but obtain a Sprint branded service.
- 9.8 Technical Requirements
- 9.8.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 9.8.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 9.8.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 9.8.1.3 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Sprint will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 9.8.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 9.8.1.5 BellSouth shall activate service for a Sprint customer or for Sprint's network interconnection using any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Sprint's services without loss of switch feature functionality as defined in this Agreement.
- 9.8.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 102, 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 9.8.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

- 9.8.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 9.8.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 9.8.1.10 Special Services provided by BellSouth will include the following:
 - 9.8.1.10.1 Telephone Service Prioritization;
 - 9.8.1.10.2 Related services for handicapped;
 - 9.8.1.10.3 Soft dial tone where required by law; and
 - 9.8.1.10.4 Any other service required by law.
- 9.8.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 9.8.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 9.8.1.13 BellSouth shall provide data regarding a customer line, traffic characteristics or other measurable elements to Sprint, upon a reasonable request from Sprint. Sprint will pay BellSouth for all reasonable and demonstrative costs incurred to provide such data through the Bona Fide Request/New Business Request process.
- 9.8.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 9.8.1.14.1 Basic and primary rate ISDN;
 - 9.8.1.14.2 Residential features;
 - 9.8.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 9.8.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

- 9.8.1.14.5 Advanced intelligent network triggers supporting Sprint and BellSouth service applications.
- BellSouth shall offer to Sprint all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 9.8.1.14.5.1 Off-Hook Immediate
- 9.8.1.14.5.2 Off-Hook Delay
- 9.8.1.14.5.3 Termination Attempt
- 9.8.1.14.5.4 6/10 Public Office Dialing Plan
- 9.8.1.14.5.5 Feature Code Dialing
- 9.8.1.14.5.6 Customer Dialing Plan
- 9.8.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Sprint:
- 9.8.1.14.6.1 Private EAMF Trunk
- 9.8.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
- 9.8.1.14.6.3 N11
- 9.8.1.14.6.4 Automatic Route Selection
- 9.8.1.15 Where capacity exists, BellSouth shall assign each Sprint customer line the class of service designated by Sprint (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Sprint customers to Sprint directory assistance operators at Sprint's option. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.
- 9.8.1.16 Where capacity exists, BellSouth shall assign each Sprint customer line the class of services designated by Sprint (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Sprint customers to Sprint operators at Sprint's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Sprint Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.
- 9.8.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

- 9.8.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
- 9.8.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
- 9.8.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
- 9.8.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 9.8.2 Interface Requirements
- 9.8.2.1 BellSouth shall provide the following interfaces to loops:
- 9.8.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 9.8.2.3 Coin phone signaling;
- 9.8.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 9.8.2.5 Two-wire analog interface to PBX;
- 9.8.2.5.1 Four-wire analog interface to PBX;
- 9.8.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 9.8.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 9.8.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 9.8.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 9.8.2.10 BellSouth shall provide access to the following but not limited to:
- 9.8.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Sprint;
- 9.8.2.12 Interface to Sprint operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 9.8.2.13 Interface to Sprint directory assistance services through the Sprint switched network or to Directory Assistance Services through the appropriate trunk

interconnections for the system; and 950 access or other Sprint required access to interexchange carriers as requested through appropriate trunk interfaces.

10. Transport

BellSouth agrees to offer access to transport including Common (Shared) Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in this Attachment.

10.1 Definition of Common (Shared) Transport

Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

10.2 Technical Requirements of Common (Shared) Transport

10.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.

10.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.

10.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

10.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

10.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

10.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

10.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

- 10.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 10.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 10.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 10.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 10.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 10.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 10.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 10.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 10.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 10.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 10.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 10.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 10.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 10.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

- 10.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 10.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 10.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 10.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 10.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 10.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 10.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 10.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 10.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 10.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

10.3 Dedicated Transport

10.3.1 Definition

- 10.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire

centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

10.3.1.2 BellSouth shall offer Dedicated Transport as a circuit, or facility (e.g., dark fiber), including but not limited to OC3 – OC96, dedicated to Sprint.

10.3.1.3 When Dedicated Transport is provided as a system it shall include:

10.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.3.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

10.3.2 Unbundled Local Channel

10.3.2.1 The Unbundled Local Channel is the dedicated transmission path between Sprint's Point of Presence and the BellSouth Serving Wire Center.

10.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states for which there are no rates in this Attachment for switched Local Channels (e.g., DS1 and DS3), the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates. For services that are not available through the Switched Access Tariff, the Bona Fide Request/New Business Request process would apply.

10.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12 and OC48 levels at rates as set forth in Exhibit C to this Attachment.

10.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

10.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to Sprint designated traffic.

10.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET

Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

- 10.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“CI to CO”) connections in the appropriate industry standards.
- 10.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 10.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 10.3.3.5.1 DS0 Equivalent;
 - 10.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);
 - 10.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);
 - 10.3.3.5.4 OC3, OC12, OC48, OC96, and OC192 and such capacity as may evolve over time.
 - 10.3.3.5.5 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 10.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Sprint.
- 10.3.4 National Technical References:
 - 10.3.4.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*
 - 10.3.4.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats*
 - 10.3.4.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Automatic Protection Switching*
 - 10.3.4.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchroous Optical Network (SONET) – Payload Mappings*

- 10.3.4.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces*
- 10.3.4.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*
- 10.3.4.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*
- 10.3.4.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*
- 10.3.4.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*
- 10.3.4.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*
- 10.3.4.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11
- 10.3.4.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09
- 10.3.4.13 ANSI T1.102-1993 American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*
- 10.3.4.14 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Format Specifications*
- 10.3.5 Telcordia (formerly Bellcore) Technical Documents
 - 10.3.5.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December, 1994
 - 10.3.5.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December, 1994
 - 10.3.5.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December, 1995
 - 10.3.5.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June, 1994
 - 10.3.5.4.1 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December, 1994

- 10.3.5.4.2 Telcordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.3.5.4.3 Telcordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.3.5.4.4 Telcordia (formerly Bellcore) TR-NWT-000507, Transmission, Section 7, Issue 5 (Telcordia (formerly Bellcore), December 1993). (A module of LSSGR, FR-NWT-000064);
- 10.3.5.4.5 Telcordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995;
- 10.3.5.4.6 Telcordia (formerly Bellcore) ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1, May 1989;
- 10.3.5.4.7 Telcordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook, Volume 1: Principles, Third Edition, Issue 1, August 1987;
- 10.3.6 BellSouth Technical References
- 10.3.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986
- 10.3.6.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995
- 10.3.6.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996

11. Tandem Switching

11.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

11.2 Technical Requirements

- 11.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 11.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

- 11.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Sprint and BellSouth;
- 11.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 11.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Sprint;
- 11.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the “Network Interconnection” section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 11.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 11.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 11.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC, ICOs, CAPs and CLEC switches.
- 11.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 11.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 11.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Sprint. Tandem Switching will provide recording of all billable events as jointly agreed to by Sprint and BellSouth.
- 11.4.2.6 Upon a reasonable request from Sprint, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Sprint.
- 11.4.2.7 BellSouth shall maintain Sprint’s trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 11.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

- 11.4.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Sprint and BellSouth.
- 11.4.2.10 Tandem Switching shall process originating toll-free traffic received from Sprint local switch.
- 11.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 11.4.3 Interface Requirements
- 11.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 11.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers, such as Independent Telephone Companies and Wireless Carriers, with which BellSouth interconnects.
- 11.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 11.4.3.4 Tandem Switching shall interconnect with Sprint's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Sprint's request, Tandem Switching shall record and keep records of traffic for billing.
- 11.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Sprint traffic overflowing from direct end office high usage trunk groups.
- 11.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Sprint) each of the requirements for Tandem Switching set forth in the following technical references:
- 11.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 11.4.4.2 GR-905-CORE covering CCSNIS;
- 11.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

12. Packet Switching

12.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:

- 12.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 12.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 12.1.3 The ability to extract data units from the data channels on the loops; and,
- 12.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

12.2 Technical Requirements

- 12.2.1 Packet Switching includes the necessary electronics, features, functions and capabilities sufficient for transmission, routing or other provision of telecommunications services.
- 12.3 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 12.3.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 12.3.2 There are no spare copper loops capable of supporting the xDSL services Sprint seeks to offer;
 - 12.3.3 BellSouth has not permitted Sprint to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Sprint has been permitted to obtain a virtual

collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and,

- 12.3.4 BellSouth has deployed packet switching capability for its own use.
- 12.4 BellSouth will determine whether packet switching will be available as a UNE on a remote terminal by remote terminal basis.
- 12.5 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

13. Enhanced Extended Link (EEL)

- 13.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth otherwise agrees to do so, BellSouth shall offer access to the Enhanced Extended Link (“EEL”) as described in Section 13.3 below.

13.2 Definition

- 13.2.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

- 13.2.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term “Currently Combines” means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

- 13.2.3 BellSouth will provide access to the Enhanced Extended Link (“EEL”) in the combinations set forth in Section 13.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC and then connected to Sprint’s serving wire center. The circuit must be connected to Sprint’s switch for the purpose of provisioning telephone exchange service to Sprint’s end-user customers. This can be done either in the collocation space at

the SWC, or by using BellSouth's access facilities between Sprint's POP and Sprint's collocation space at the SWC.

- 13.2.4 BellSouth shall provide combinations of loops and transport to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with the Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee definitions of Currently Combined. Combinations of network elements that BellSouth ordinarily combines in its network shall be made available to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with Section 13.3 below. In all other states, BellSouth shall: (1) make available to Sprint those EEL combinations and transport described in Section 13.3 below only to the extent such combinations of loop and transport network elements are Currently Combined; and, (2) BellSouth will make available to Sprint new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte – Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs.
- 13.2.5 Additionally, there may be instances wherein Sprint will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.
- 13.3 EEL Combinations
- 13.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 13.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 13.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 13.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 13.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 13.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 13.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 13.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 13.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 13.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

- 13.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 13.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 13.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 13.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 13.3.15 Other technically feasible EEL combinations as determined through the BFR process or as otherwise made available to other CLECs.
- 13.4 EELs shall be used in a manner consistent with the effective orders, rules and regulations of the FCC.
- 13.5 Special Access Service Conversions
 - 13.5.1 Sprint may not convert special access services to combinations of loop and transport network elements, whether or not Sprint self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Sprint uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Sprint requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Sprint shall provide to BellSouth a letter certifying that Sprint is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Sprint seeks to qualify for conversion of special access circuits. Sprint shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
 - 13.5.1.1 Sprint certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Sprint is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Sprint can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
 - 13.5.1.2 Sprint certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes

multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 13.5.1.3 Sprint certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Sprint does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 13.5.2 In addition, there may be extraordinary circumstances where Sprint is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 13.6.1. In such case, Sprint may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, the requested conversion shall be completed without delay. The Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 13.5.3 BellSouth may at its sole discretion conduct limited audits of Sprint's records only to the extent reasonably necessary to determine Sprint's compliance with the local usage options. At BellSouth's sole expense, the audit shall be conducted by a third party independent auditor, and Sprint shall be given thirty days written notice of scheduled audit. At the same time that BellSouth provides notice of an audit to Sprint, BellSouth will send a copy of the notice to the FCC. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. If, based on its audits, BellSouth concludes that Sprint is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate reimbursement.
- 13.6 Rates
- 13.6.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee
- 13.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 13.3, whether Currently Combined or new, are as set

forth in Exhibit A of this Amendment.

- 13.6.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 13.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review and approval of BellSouth's cost studies.
- 13.6.1.3 To the extent that Sprint seeks to obtain other combinations of unbundled network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Sprint, can purchase such UNE combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If Sprint is dissatisfied with using the sum of the stand-alone rates, Sprint is free to pursue the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement to seek a different rate.
- 13.6.2 Alabama, Florida and North Carolina
- 13.6.2.1 Subject to Section 13.2.2 and 13.2.3 preceding, for Alabama, Florida and North Carolina, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 13.3 and other Currently Combined loop and transport network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 13.6.2.2 For new EELs, where allowed by this agreement, the rates shall be the sum of the individual network element non-recurring and recurring rates.

14. Port/Loop Combinations

- 14.1 At Sprint's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 14.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 14.1.1 and 14.1.2 below.
- 14.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 14.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte – Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

- 14.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 14.2.1 BellSouth shall provide to Sprint combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 14.2.2 Except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.
- 14.2.3 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the non-UNE based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 14.3 Combination Offerings
- 14.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.3 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 14.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.7 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.8 Other technically feasible port/loop combinations as determined through the BFR process or as otherwise made available to other CLECs.

15. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

15.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

15.2 Operator Service

15.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

15.2.2 Requirements

15.2.2.1 When Sprint requests BellSouth to provide Operator Services, the following requirements apply:

15.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

15.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

15.2.2.1.3 BellSouth shall complete calls that are billed to Sprint end user's calling card that can be validated by BellSouth.

15.2.2.1.4 BellSouth shall complete person-to-person calls.

- 15.2.2.1.5 BellSouth shall complete collect calls.
- 15.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 15.2.2.1.7 BellSouth shall complete station-to-station calls.
- 15.2.2.1.8 BellSouth shall process emergency calls.
- 15.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 15.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 15.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 15.2.2.2 BellSouth shall adhere to equal access requirements, providing Sprint local end users the same IXC access as provided to BellSouth end users.
- 15.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Sprint that BellSouth provides for its own operator service.
- 15.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 15.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Sprint.
- 15.2.2.6 BellSouth shall provide a feed of customer call records in “EMI” format to Sprint in accordance with CLECODUF standards specified in Attachment 7.

15.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Sprint, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

15.3 Directory Assistance Service

15.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

15.3.2 Requirements

15.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Sprint's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Sprint may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

15.3.2.2 Directory Assistance Service Updates

15.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

15.3.2.2.1.1 New end user connections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;

15.3.2.2.1.2 End user disconnections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users; and

15.3.2.2.1.3 End user address changes: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;

15.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

15.4 Branding for Operator Call Processing and Directory Assistance

15.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Sprint end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Sprint to have its calls custom branded with Sprint's name. Rates for Custom Branding, Operator Call Process and Directory Assistance are as negotiated by the parties.

15.4.2 BellSouth offers four service levels of branding to Sprint when ordering Directory Assistance and/or Operator Call Processing.

15.4.2.1 Service Level 1 - BellSouth Branding

15.4.2.2 Service Level 2 - Unbranded

15.4.2.3 Service Level 3 - Custom Branding

15.4.2.4 Service Level 4 - Self Branding (applicable only to Sprint for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

- 15.4.3 For Resellers and Use with an Unbundled Port
- 15.4.3.1 BellSouth Branding is the Default Service Level.
- 15.4.3.2 Unbranding, Custom Branding, and Self Branding require Sprint to order selective routing for each originating BellSouth end office identified by Sprint. Rates for Selective Routing are set forth in this Attachment.
- 15.4.3.3 Customer Branding and Self Branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System (TOPS) or Sprint Operator Service Provider.
- 15.4.3.3.1 Kentucky
- In Kentucky, the rates for trunks are set forth in this Agreement.
- 15.4.3.3.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee
- In Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.
- 15.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 15.4.4 For Facilities Based Carriers
- 15.4.4.1 All Service Levels require Sprint to order dedicated trunking from Sprint’s service node point of interface to the BellSouth TOPS Switches.
- 15.4.4.1.1 Kentucky
- In Kentucky, the rates for trunks are set forth in this Agreement.
- 15.4.4.1.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee
- In Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.
- 15.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and NAV equipment for which Sprint requires service. At Sprint’s option, Sprint will

provide a recording of Sprint's sparkle tone to be used in conjunction with BellSouth's recording of the branding announcement.

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

15.4.4.3 BellSouth will provide to Sprint purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint end users may use the same dialing arrangements as BellSouth end users, but obtain a Sprint branded service.

15.5 Directory Assistance Database Service (DADS)

15.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Sprint end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Sprint agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Sprint agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Sprint authorizes the inclusion of Sprint Subscriber listings in the BellSouth Directory Assistance products.

15.5.2 BellSouth shall provide Sprint initially with a base file of subscriber listings which reflect all listing change activity occurring since Sprint's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Sprint and BellSouth. Sprint agrees to assume the costs associated with CONNECT:Direct™ connectivity or other transmission methodology as mutually agreed by the Parties, which will vary depending upon volume and mileage.

- 15.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. Preparation of the Base File includes activities such as establishing the customer ID, billing information and customer profile. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Sprint on a Business, Residence, or combined Business and Residence basis. Sprint agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Sprint receives the Base File.
- 15.5.4 BellSouth is authorized to include Sprint Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Sprint Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Sprint.
- 15.5.5 Rates for DADS are as set forth in this Attachment.
- 15.6 Direct Access to Directory Assistance Service
- 15.6.1 Sprint's election to subscribe to Direct Access to Directory Assistance Service (DADAS) will provide Sprint's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Sprint to utilize its own switch, operator workstations and optional audio subsystems.
- 15.6.2 BellSouth will provide DADAS from its DA location. Sprint will access the DADAS system via a telephone company provided point of availability. Sprint has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company at rates and charges billed separately from the charges associated with this offering.
- 15.6.3 A specified interface to each Sprint subsystem will be provided by BellSouth. Interconnection between Sprint system and a specified BellSouth location will be pursuant to the use of Sprint owned or Sprint leased facilities and shall be appropriately sized based upon the volume of queries being generated by Sprint.
- 15.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 15.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
- 15.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document

250-900-535 Operator Services Position System Listing Service and Application
Call Processing Data Link Interface Specification

- 15.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 15.6.5 Rates for DADAS are as set forth in this Attachment.

16. Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide at Sprint's request mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

16.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

16.2 Technical Requirements

- 16.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 16.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 16.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
 - 16.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 16.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 16.2.3.1 An A-link layer shall consist of two links.
 - 16.2.3.2 A B-link layer shall consist of four links.

- 16.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 16.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 16.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 16.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 16.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 16.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 16.3 Interface Requirements
 - 16.3.1 There shall be a DS1 (1.544 Mbps) interface at the Sprint-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 17. Signaling Transfer Points (STPs)**
 - 17.1 Definition - Signaling Transfer Points (STPs) are packet switches that provide CCS message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signalling point.
 - 17.2 Technical Requirements
 - 17.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 17.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 17.2.1.2 BellSouth Service Control Points/DataBases;
 - 17.2.1.3 Third-party local or tandem switching;
 - 17.2.1.4 Third-party-provided STPs.
 - 17.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor

terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 17.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Sprint local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Sprint local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 17.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 17.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 17.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 17.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 17.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Sprint or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Sprint database, then Sprint agrees to provide BellSouth with the Destination Point Code for the Sprint database.
- 17.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 17.2.6.1 MTP Routing Verification Test (MRVT) and

- 17.2.6.2 SCCP Routing Verification Test (SRVT).
- 17.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Sprint or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Sprint and BellSouth.
- 17.2.8 STPs shall be on parity with BellSouth.
- 17.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 17.2.9.1 When technically feasible and upon request by Sprint, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Sprint SS7 network to exchange TCAP queries and responses with an Sprint SCP.
- 17.2.9.2 SS7 AIN Access shall provide Sprint SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Sprint SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Sprint SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 17.3 Interface Requirements
- 17.3.1 BellSouth shall provide the following STPs options to connect Sprint or Sprint-designated local switching systems or STPs to BellSouth SS7 network:
- 17.3.1.1 An A-link interface from Sprint local switching systems; and,
- 17.3.1.2 A B-link interface from Sprint local STPs.
- 17.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 17.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface

at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

- 17.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.
- 17.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 17.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 17.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 17.3.6 Message Screening
 - 17.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Sprint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 17.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Sprint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 17.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Sprint from any signaling point or network interconnected through BellSouth's SS7 network where the Sprint SCP has a legitimate signaling relation.
- 17.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 17.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

- 17.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 17.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 17.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 17.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 17.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 17.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 17.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

18. Service Control Points/DataBases

18.1 Definition

- 18.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 18.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

18.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Sprint in accordance with the following requirements.

- 18.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 18.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 18.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 18.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 18.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Sprint customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.
- 18.3 Local Number Portability Database
 - 18.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 18.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

 - 18.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

18.4.2 Technical Requirements

BellSouth will offer to Sprint any additional capabilities that are developed for LIDB during the life of this Agreement.

- 18.4.2.1 BellSouth shall process Sprint's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Sprint what additional functions (if any) are performed by LIDB in the BellSouth network.
- 18.4.2.2 Within five calendar days after a request by Sprint, BellSouth shall provide Sprint with a list of the customer data items which Sprint would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 18.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 18.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 18.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 18.4.2.6 All additions, updates and deletions of Sprint data to the LIDB shall be solely at the direction of Sprint. Such direction from Sprint will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 18.4.2.7 BellSouth shall provide priority updates to LIDB for Sprint data upon Sprint's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 18.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Sprint customer records will be missing from LIDB, as measured by Sprint audits. BellSouth will audit Sprint records in LIDB against DBAS to identify record mismatches and provide this data to a designated Sprint contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Sprint within one business day of audit. Once reconciled records are received back from Sprint, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Sprint to negotiate a time frame for the updates, not to exceed three business days.
- 18.4.2.9 BellSouth shall perform backup and recovery of all of Sprint's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 18.4.2.10 BellSouth shall provide Sprint with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Sprint and BellSouth.
- 18.4.2.11 BellSouth shall prevent any access to or use of Sprint data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Sprint in writing.
- 18.4.2.12 BellSouth shall provide Sprint performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Sprint at least at parity with BellSouth Customer Data. BellSouth shall obtain from Sprint the screening information associated with LIDB Data Screening of Sprint data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Sprint under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 18.4.2.13 BellSouth shall accept queries to LIDB associated with Sprint customer records, and shall return responses in accordance with industry standards.
- 18.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 18.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

18.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

18.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

18.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

18.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

18.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

18.5.1 Technical Requirements

18.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Sprint to query with a toll-free number and originating information.

18.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

18.5.1.3 The SCP shall also provide, at Sprint's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

18.5.1.3.1 Network Management;

18.5.1.3.2 Customer Sample Collection; and

18.5.1.3.3 Service Maintenance

18.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing

flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

18.6.1 Technical Requirements

18.6.1.1 BellSouth shall offer Sprint a data link to the ALI/DMS database or permit Sprint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Sprint immediately after Sprint inputs information into the ALI/DMS database. Alternately, Sprint may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

18.6.1.2 The ALI/DMS database shall contain the following end user information:

18.6.1.2.1 Name;

18.6.1.2.2 Address;

18.6.1.2.3 Telephone number; and

18.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

18.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint requests, provided Sprint supplies BellSouth with the updates.

18.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

18.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

18.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Sprint end users shall meet industry standards.

18.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to Sprint in order to allow Sprint to provide its end users with the same directory assistance

telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Sprint with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Sprint and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Sprint telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

18.8 Calling Name (CNAM) Database Service.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Sprint must provide to its account manager a written request with a requested activation date to activate this service. If Sprint is interested in requesting CNAM with volume and term pricing, Sprint must contact its account manager to request a separate CNAM volume and term Agreement.

18.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

18.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 3 (Telcordia (formerly BellCore), December 1998);

18.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1. (Telcordia (formerly BellCore), March 1994);

18.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 2, (Telcordia (formerly BellCore), March 1997);

18.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 2 (Telcordia (formerly BellCore), March 1997) (Replaces TR-NWT-001149);

18.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 3, Rev. 2 (Telcordia (formerly BellCore), March 1997);

18.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2 (Telcordia (formerly BellCore), May 1995); and

18.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 3, (Telcordia (formerly BellCore), December 1997).

18.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

- 18.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Sprint the capability that will allow Sprint and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 18.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Sprint. Scheduling procedures shall provide Sprint equivalent priority to these resources.
- 18.10.3 BellSouth SCP shall partition and protect Sprint service logic and data from unauthorized access, execution or other types of compromise.
- 18.10.4 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Sprint to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 18.10.5 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Sprint access will be provided via remote data connection (*e.g.*, dial-in, ISDN).
- 18.10.6 When Sprint selects SCE/SMS AIN Access, BellSouth shall allow Sprint to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

19. Dark Fiber

BellSouth agrees to provide access to Dark Fiber at the rates set forth in this Attachment. The Parties agree that Dark Fiber will be used in the provisioning of local exchange and exchange access service.

- 19.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

19.2 Requirements

- 19.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available unless BellSouth can demonstrate to a state commission that it adversely affects BellSouth's ability to provide service as a "carrier of last resort". BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in this Attachment.
- 19.2.2 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 19.2.3 BellSouth shall use its best efforts to provide to Sprint information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 19.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within 10 business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

20. SS7 Network Interconnection

20.1.1 Definition

SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STP) and Sprint local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

20.1.2 Technical Requirements

- 20.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 20.1.2.1.1 BellSouth local or tandem switching systems;
 - 20.1.2.1.2 BellSouth DBs; and
 - 20.1.2.1.3 Other third-party local or tandem switching systems.

- 20.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Sprint or other third-party switching systems with A-link access to the BellSouth SS7 network.
- If traffic is routed based on dialed or translated digits between an Sprint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Sprint local STPs and BellSouth or other third-party local switch.
- 20.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 20.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 20.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 20.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 20.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 20.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Sprint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPs, and shall not include SCCP Subsystem Management of the destination.
- 20.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 20.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 20.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available

capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

20.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

20.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

20.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

20.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

20.1.3 Interface Requirements

20.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint or Sprint-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

20.1.3.1.1 A-link interface from Sprint local or tandem switching systems; and

20.1.3.1.2 B-link interface from Sprint STPs.

20.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

20.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;

20.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1998;

- 20.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and
- 20.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, March 1994.
- 20.1.3.5 BellSouth shall set message screening parameters to accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.
- 20.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 20.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 20.1.4.2 ANSI T1.111-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 20.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 20.1.4.4 ANSI T1.112-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 20.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 20.1.4.6 ANSI T1.114-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 20.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 20.1.4.8 ANSI T1.116-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP), also ANSI T1.116A-1998;
 - 20.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 20.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev, 2, December 1998;

- 20.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issue 2, March 1997;
- 20.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1995;
- 20.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and,
- 20.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, 1994.

21. Basic 911 and E911

If Sprint orders network elements and other services, then Sprint is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

21.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

21.2 Requirements

- 21.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Sprint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Sprint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Sprint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

- 21.2.2 E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is

digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Sprint will be required to provide BellSouth daily updates to the E911 database. Sprint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Sprint will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (“PSAP”). This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. Sprint shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

21.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Sprint beyond applicable charges for BellSouth trunking arrangements.

21.2.4 Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Sprint to follow in providing 911/E911 services.

22. Rates

22.1. General

The prices that Sprint shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

22.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

22.3 True-up

This section applies only to rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions.
2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
3. An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT****I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

***FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT***

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the _____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1.00 DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Sprint the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the Sprint access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.02 Sprint shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Sprint's access to BellSouth's CNAM Database Services and shall be addressed to Sprint's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 BellSouth's provision of CNAM Database Services to Sprint requires interconnection from Sprint Sprintto BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Sprint shall provide its own CNAM SSP. Sprint's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If Sprint elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPS that Sprint desires to query.
- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by Sprint for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Sprint in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Sprint to provide accurate information to BellSouth on a current basis.

- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 Sprint CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEc		3.50									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		15.24	59.03	43.14	15.21	3.22		19.99			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		24.75	59.03	43.14	15.21	3.22		19.99			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		44.85	59.03	43.14	15.21	3.22		19.99			
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			78.92	78.92				19.99			
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			23.33	23.33				19.99			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94			19.99					
	Engineering Information Document (EI)			UEANL			28.75	28.75								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		51.29	51.29								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		45.99	45.99								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		11.01	44.69	22.40	25.65	7.06		19.99			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		12.67	44.69	22.40	25.65	7.06		19.99			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		20.22	44.69	22.40	25.65	7.06		19.99			
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			51.29	51.29				19.99			
	Engineering Information Document			UEQ			28.75	28.75					19.99			
	Loop Testing - Basic 1st Half Hour			UEQ	URET1			78.92	78.92				19.99			
	Loop Testing - Basic Additional Half Hour			UEQ	URETA			23.33	23.33				19.99			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43			19.99					
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		18.24	75.62	35.11	46.98	10.59		19.99			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		18.24	75.62	35.11	46.98	10.59		19.99			
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		25.22	75.62	35.11	46.98	10.59		19.99			
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		25.22	75.62	35.11	46.98	10.59		19.99			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		33.70	75.62	35.11	46.98	10.59		19.99			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		33.70	75.62	35.11	46.98	10.59		19.99			
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		17.95	145.46	108.40	40.31	26.01		19.99			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		29.16	145.46	108.40	40.31	26.01		19.99			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		52.84	145.46	108.40	40.31	26.01		19.99			
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL			45.99								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		17.95	145.46	108.40	40.31	26.01		19.99			

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.52	541.13	491.50	106.65	56.98		19.99				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.71	541.13	491.50	106.65	56.98		19.99				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	33.90	541.13	491.50	106.65	56.98		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.52	279.39	203.59	109.99	20.70		19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.71	279.39	203.59	109.99	20.70		19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	33.90	279.39	203.59	109.99	20.70		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.14	40.40				19.99				
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.74	610.13	380.26	134.77	55.97		19.99				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	84.05	610.13	380.26	134.77	55.97		19.99				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	152.29	610.13	380.26	134.77	55.97		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.09	43.05				19.99				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	27.33	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	44.40	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	80.45	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.33	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	44.40	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	80.45	498.05	343.70	129.62	64.25		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.33	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	44.40	498.05	343.70	129.62	64.25		19.99				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	80.45	498.05	343.70	129.62	64.25		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		45.99									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.13	49.75				19.99				
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.90	283.37	163.68	120.15	22.37		19.99				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.74	283.37	163.68	120.15	22.37		19.99				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	21.83	283.37	163.68	120.15	22.37		19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	11.90	104.17	78.10				19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	13.74	104.17	78.10				19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	21.83	104.17	78.10				19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	35.43	270.28	150.59	120.15	22.37		19.99				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	40.91	270.28	150.59	120.15	22.37		19.99				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	65.02	270.28	150.59	120.15	22.37		19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	35.43	104.17	78.10				19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	40.91	104.17	78.10				19.99					
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	65.02	104.17	78.10				19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48				19.99					
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	331.78	212.09	130.69	27.60		19.99					
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	331.78	212.09	130.69	27.60		19.99					
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	331.78	212.09	130.69	27.60		19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	16.65	104.17	78.10				19.99					
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	19.22	104.17	78.10				19.99					
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	30.55	104.17	78.10				19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	47.56	318.70	199.00	130.69	27.60		19.99					
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	54.92	318.70	199.00	130.69	27.60		19.99					
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	87.30	318.70	199.00	130.69	27.60		19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	47.56	104.17	78.10				19.99					
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	54.92	104.17	78.10				19.99					
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	87.30	104.17	78.10				19.99					
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.46	36.46									
		CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		97.23	42.48				19.99					
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		67.39	67.39				19.99					
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		337.50	337.50				19.99					
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		67.39	67.39				19.99					
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		337.50	337.50				19.99					
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		78.10	78.10				19.99					
SUB-LOOPS																		
Sub-Loop Distribution																		
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		421.08	421.08				19.99					
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		67.10	67.10				19.99					

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC			394.74	394.74				19.99			
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD			154.57	154.57				19.99			
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	9.12		207.01	171.32				19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			45.99	45.99							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN4	8.32		219.35	72.99	123.72	28.77		19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			45.99	45.99							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.61		137.03	41.59	115.85	19.17		19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			45.99	45.99							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.96		176.46	55.11	122.17	19.57		19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			45.99	45.99							
		2 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS2X	5.54		175.16	55.50	108.86	24.53		19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			45.99	45.99							
		4 Wire Copper Unbundled Sub-Loop Distribution - Statewide		sw	UEF	UCS4X	6.89		219.35	72.99	123.72	28.77		19.99			
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC			45.99	45.99							
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X			355.71	12.26				19.99			
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X			355.71	12.26				19.99			
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T			560.55	14.30				19.99			
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	1.37		2.48	2.48	1.74	1.74		19.99			
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12			86.46	56.75				19.99			
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16			127.93	98.21				19.99			
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2			11.73	11.73				19.99			
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4			11.73	11.73				19.99			
SUB-LOOPS																	
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW			421.08					19.99			
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX			67.10	67.10				19.99			
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ			519.95	11.32				19.99			
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	8.58		206.44	170.05	119.95	27.04		19.99			
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL			45.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	8.58		206.44	170.05	119.95	27.04		19.99			
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL			45.99								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	8.58		206.44	170.05	119.95	27.04		19.99			
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL			45.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFD	19.91		243.41	81.32	134.77	33.93		19.99			
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL			45.99								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFE	19.91		243.41	81.32	134.77	33.93		19.99			

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		45.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Statewide		sw	UDN	USBFF	17.73	208.50	62.31	119.68	29.58		19.99			
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		45.99								
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		sw	UDC	USBFS	17.73	208.50	62.31	119.68	29.58		19.99			
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	USL	USBFG	79.30	203.69	128.76	124.09	34.80		19.99			
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		45.99								
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Statewide		sw	UCL	USBFH	7.22	195.38	63.15	119.68	29.58		19.99			
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99								
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Statewide		sw	UCL	USBFJ	13.72	243.41	81.32	134.77	33.93		19.99			
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		45.99								
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		sw	UDL	USBFN	24.50	243.41	81.32	134.77	33.93		19.99			
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFO	24.50	243.41	81.32	134.77	33.93		19.99			
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		45.99								
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Statewide		sw	UDL	USBFP	24.50	243.41	81.32	134.77	33.93		19.99			
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		45.99								
SUB-LOOPS																
	Sub-Loop Feeder															
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	13.55									
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	332.40	3,384.00	407.00	160.47	90.97		19.99			
		Sub Loop Feeder - STS-1 - Per Mile Per Month	I		UDLSX	1L5SL	13.55									
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	357.36	3,384.00	407.00	160.47	90.97		19.99			
		Sub Loop Feeder - OC-3 - Per Mile Per Month	I		UDLO3	1L5SL	10.28									
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	54.89									
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	538.69	3,384.00	407.00	160.47	90.97		19.99			
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	12.66									
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	620.18									
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,729.00	3,384.00	407.00	160.47	90.97		19.99			
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	41.51									
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	310.30									
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,495.00	3,570.00	407.00	160.47	90.97		19.99			
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	350.09	788.09	407.00	160.47	90.97		19.99			
UNBUNDLED LOOP CONCENTRATION																
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	441.42	650.81	650.81				19.99			
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	52.97	271.17	271.17				19.99			
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	478.93	650.81	650.81							
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	89.26	271.17	271.17				19.99			
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	5.04	126.57	92.14	33.57	9.40		19.99			
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.00	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.00	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.00	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.89	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.09	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	34.67	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	21.07	20.96	10.78	10.71		19.99			
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	21.07	20.96	10.78	10.71		19.99			

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	21.07	20.96	10.78	10.71	19.99				
UNE OTHER, PROVISIONING ONLY - NO RATE																
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX										
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE										
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN										
UNE OTHER, PROVISIONING ONLY - NO RATE																
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00								
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00								
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.16									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.52	903.03	527.87	238.97	167.16	19.99				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.16									
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month			UDLO3	1L5ND	7.71									
		High Capacity Unbundled Local Loop - OC3 - 4-fiber Facility Termination per month			UDLO3	UDL34	613.08	966.11	408.72	120.39	116.91	19.99				
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month			UDL12	1L5ND	9.49									
		High Capacity Unbundled Local Loop - OC12 - 4-fiber Facility Termination per month			UDL12	UDL24	2,279.00	1,183.05	408.72	120.39	116.91	19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month			UDL48	1L5ND	31.13									
		High Capacity Unbundled Local Loop - OC48 - 4-fiber Facility Termination per month			UDL48	UDL44	1,541.46	1,183.05	408.72	120.39	116.91	19.99				
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	387.67	903.03	527.87	238.97	167.16	19.99				
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		131.22	131.22							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		136.93	136.93							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.9809855	0.9809855							
HIGH FREQUENCY SPECTRUM																
SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	178.25	377.58	0.00	355.96	0.00	19.99				
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	44.56	377.58	0.00	355.96	0.00	19.99				
		Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	12.73	377.58	0.00	355.96	0.00	19.99				
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		172.94		99.67		19.99				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDC	0.61	37.01	21.19	20.02	9.83	19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.77	16.37			19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.77	16.37			19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.02	9.83		19.99				
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.641	37.01	21.19	20.02	9.83		19.99				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.639	37.01	21.19	20.02	9.83		19.99				
UNBUNDLED DEDICATED TRANSPORT																	
	NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	24.15	81.07	54.82	33.47	13.79		19.99				
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	24.15	81.07	54.82	33.47	13.79		19.99				
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	21.41	81.07	54.82	33.47	13.79		19.99				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.28	81.07	54.82	33.47	13.79		19.99				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0101										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.28	81.07	54.82	33.47	13.79		19.99				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2067										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			U1TD1	U1TF1	68.75	178.53	163.61	32.70	28.88		19.99				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	804.02	557.49	325.51	120.39	116.91		19.99				
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.67										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	801.57	557.49	325.51	120.39	116.91		19.99				
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month			U1TO3	1L5XX	6.89										
		Interoffice Channel - Dedicated Transport - OC3 - 4-fiber Facility Termination per month			U1TO3	U1T3F	2,212.29	869.34	311.95	120.29	116.91		19.99				
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month			U1T12	1L5XX	18.05										
		Interoffice Channel - Dedicated Transport - OC12 - 4-fiber Facility Termination per month			U1T12	U1T2F	8,739.84	1,086.28	311.95	120.39	116.91		19.99				
		Interoffice Channel - Dedicated Transport- OC48 - Per Mile per month			U1T48	1L5XX	28.73										
		Interoffice Channel - Dedicated Transport - OC48 - 4-fiber Facility Termination per month			U1T48	U1T4F	10,465.88	1,086.28	311.95	120.39	116.91		19.99				
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULDVX	ULDV2	15.96	386.19	66.33	73.28	6.39		19.99				
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2	15.96	386.19	66.33	73.28	6.39		19.99				
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNDVX	ULDV4	17.06	387.19	67.20	74.22	7.33		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	41.52	354.94	307.43	44.38	30.52		19.99				
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	61.05	354.94	307.43	44.38	30.52		19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00								
		UNEP CLEC															
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00								
		Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		230.60	230.60			19.99					
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,848.30	2,848.30								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00								
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	3.48										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.28	30.76	29.40	12.75	11.38	19.99					
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.56	66.71	50.43	12.82	11.39	19.99					
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	12.10	55.46	39.18	16.83	13.27	19.99					
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	21.75	66.71	50.43	21.86	18.31	19.99					
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00								
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83								
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37									

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							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l				Add'l	SOMECA	SOMAN	SOMAN	SOMAN
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.28	30.76	29.40	12.75	11.38		19.99				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.56	66.71	50.43				19.99				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0287	24.59	23.59	12.05	10.87		19.99				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment	I		SRC	SRCEC		202,197.82		17,181.39			19.99				
		End Office Establishment	I		SRC	SRCEO		339.75	339.75	3.39	3.39		19.99				
		Query NRC, per query	I		SRC		0.0031412										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		197.49	197.49	114.22	114.22		19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		64.05	64.05	27.04	27.04		19.99				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		64.05	64.05	27.04	27.04		19.99				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		141.84	141.84	70.05	70.05		19.99				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		142.13	142.13	35.26	35.26		19.99				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0026										
		AIN SMS Access Service - Session, Per Minute					0.0892										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.08										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		192.69	192.69	114.22	114.22		19.99				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		8,363.00	8,363.00				19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		49.64	49.64	27.04	27.04		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		49.64	49.64	27.04	27.04		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		49.64	49.64	27.04	27.04		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		117.98	117.98	37.90	37.90		19.99				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		117.98	117.98	37.90	37.90		19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		19.99			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	51.74									
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	84.05									
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	152.29									
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.2067									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	68.75									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		11.18	11.18	13.96	13.96		19.99			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29									
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.67									
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	804.02									
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	201.37									
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39									
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	51.74									
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	84.05									
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	152.29									
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	15.39									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		11.18	11.18	13.96	13.96		19.99			
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	17.95									
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	29.16									
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	52.84									
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101									
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	24.15									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		11.18	11.18	13.96	13.96		19.99			
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.01									
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	39.00									
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	70.67									
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0101									

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring	Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	2.07	21.93	21.93	6.21	6.21		19.99				
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				19.99				
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	5.55	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	2.07	21.93	21.93	6.21	6.21		19.99				
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	2.07	21.93	21.93	6.21	6.21		19.99				
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				19.99				
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	5.55	0.00	0.00				19.99				
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.07	21.93	21.93	6.21	6.21		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.07	21.93	21.93	6.21	6.21		19.99				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				19.99				
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	5.55	0.00	0.00				19.99				
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					2.34	21.93	21.93	5.21	5.21		19.99				
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES (DID & PBX)															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.20	238.61	37.48	119.79			19.99				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	68.67	404.04	191.38	145.18	4.92		19.99				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	11.19	145.54	105.97	95.57	21.47		19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPBX	UEPLX	14.35									
		2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPBX	UEPLX	23.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPBX	UEPLX	42.24									
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus				UEPBX	UEPBL	2.20	90.00	90.00			19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus				UEPBX	UEPBC	2.20	90.00	90.00			19.99				
		2-Wire voice unbundled port outgoing only - bus				UEPBX	UEPBO	2.20	90.00	90.00			19.99				
		2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus				UEPBX	UEPAW	2.20	90.00	90.00			19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus				UEPBX	UEPB1	2.20	90.00	90.00			19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPBX	LNPCX	0.35									
		FEATURES															
		All Features Offered				UEPBX	UEPVF	5.55	0.00	0.00			19.99				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is				UEPBX	USAC2		2.80	0.41			19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change				UEPBX	USACC		2.80	0.41			19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							1.44				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPBX	USAS2		0.00	0.00			19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1			1			16.55									
		2-Wire VG Loop/Port Combo - Zone 2			2			25.51									
		2-Wire VG Loop/Port Combo - Zone 3			3			44.44									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPRG	UEPLX	14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPRG	UEPLX	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPRG	UEPLX	42.24									
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res				UEPRG	UEPRD	2.20	90.00	90.00			19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPRG	LNPCP	3.15	0.00	0.00			19.99				
		FEATURES															
		All Features Offered				UEPRG	UEPVF	5.55	0.00	0.00			19.99				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPRG	USAC2		2.80	0.41			19.99				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPRG	USACC		2.80	0.41			19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							1.44				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPRG	USAS2	0.00	0.00	0.00			19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							14.64	14.64			19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1			1			16.55									
		2-Wire VG Loop/Port Combo - Zone 2			2			25.51									
		2-Wire VG Loop/Port Combo - Zone 3			3			44.44									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPLX	14.35									

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPLX	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPLX	42.24									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPX	UEPPC	2.20	90.00	90.00			19.99				
		Line Side Unbundled Outward PBX Trunk Port - Bus				UEPPX	UEPPO	2.20	90.00	90.00			19.99				
		Line Side Unbundled Incoming PBX Trunk Port - Bus				UEPPX	UEPP1	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port				UEPPX	UEPA2	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports				UEPPX	UEPLD	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port				UEPPX	UEPXA	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPPX	UEPXB	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port				UEPPX	UEPXC	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPPX	UEPXD	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				UEPPX	UEPXE	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port				UEPPX	UEPXL	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port				UEPPX	UEPXM	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				UEPPX	UEPXO	2.20	90.00	90.00			19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPPX	UEPXS	2.20	90.00	90.00			19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPPX	LNPCP	3.15	0.00	0.00			19.99				
		FEATURES															
		All Features Offered				UEPPX	UEPVF	5.55	0.00	0.00			19.99				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPPX	USAC2		2.80	0.41			19.99				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPPX	USACC		2.80	0.41			19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							1.44				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPPX	USAS2	0.00	0.00	0.00			19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							14.64	14.64			19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo - Zone 1			1			16.88									
		2-Wire VG Coin Port/Loop Combo - Zone 2			2			25.84									
		2-Wire VG Coin Port/Loop Combo - Zone 3			3			44.77									
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPCO	UEPLX	14.35									
		2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPCO	UEPLX	23.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPCO	UEPLX	42.24									
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)				UEPCO	UEPRF	2.53	90.00	90.00			19.99				
		2-Wire Coin 2-Way with Operator Screening (AL, KY)				UEPCO	UEPRE	2.53	90.00	90.00			19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)				UEPCO	UEPRA	2.53	90.00	90.00			19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)				UEPCO	UEPRB	2.53	90.00	90.00			19.99				
		2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)				UEPCO	UEPCD	2.53	90.00	90.00			19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	2.53	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	2.53	90.00	90.00				19.99				
		2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	2.53	90.00	90.00				19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.53	90.00	90.00				19.99				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.53	90.00	90.00				19.99				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		2.80	0.41				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		2.80	0.41				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				19.99				
		UNBUNDLED REMOTE CALL FORWARDING - RES															
		Non-Recurring															
		UNBUNDLED REMOTE CALL FORWARDING - Bus															
		Unbundled Remote Call Forwarding, InterState/Intra LATA-Bus			UEPVB	UERTR	2.07	21.93	21.93				19.99				
		Non-Recurring															
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.07	225.00	175.00				19.99				
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			29.59										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			36.58										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			45.06										
		UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	20.42										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	27.41										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	35.89										
		UNE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	9.17	600.00	45.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		14.61	3.73				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		14.61	3.73				19.99				
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.56	53.56				19.99				
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/Loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1			1	UEPPB UEPPR		36.62									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2			2	UEPPB UEPPR		44.49									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3			3	UEPPB UEPPR		55.39									
		UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1			1	UEPPB UEPPR USL2X		27.20					19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 2			2	UEPPB UEPPR USL2X		35.07					19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 3			3	UEPPB UEPPR USL2X		45.97					19.99				
		UNE Port Rate															
		Exchange Port - 2-Wire ISDN Line Side Port				UEPPB UEPPR UEPPB		9.42	525.00	400.00			19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion				UEPPB UEPPR USACB		0.00	77.01	54.04			19.99				
		ADDITIONAL NRCs															
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				UEPPB UEPPR LNPCX		0.35	0.00	0.00							
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)				UEPPB UEPPR U1UCA		0.00	0.00	0.00							
		CVS (EWSD)				UEPPB UEPPR U1UCB		0.00	0.00	0.00							
		CSD				UEPPB UEPPR U1UCC		0.00	0.00	0.00							
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)				UEPPB UEPPR U1UCD		0.00	0.00	0.00							
		CVS (EWSD)				UEPPB UEPPR U1UCE		0.00	0.00	0.00							
		CSD				UEPPB UEPPR U1UCF		0.00	0.00	0.00							
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)				UEPPB UEPPR U1UMA		0.00	0.00	0.00							
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile				UEPPB UEPPR UEPVF		5.55	0.00	0.00			19.99				
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination				UEPPB UEPPR M1GNC		17.81	107.11	48.27			19.99				
		Interoffice Channel mileage each, additional mile				UEPPB UEPPR M1GNM		0.0339	0.00	0.00			0.00				
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1			1	UEPPP		198.29									
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2			2	UEPPP		274.00									
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3			3	UEPPP		425.41									
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1			1	UEPPP USL4P		101.92					19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2			2	UEPPP USL4P		177.63					19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3			3	UEPPP USL4P		329.04					19.99				
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port				UEPPP UEPPP		96.37	1,150.00	1,150.00			19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is				UEPPP USACP		0.00	238.13	157.11			19.99				
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)				UEPPP PR7TF			0.9801								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)				UEPPP PR7TO			23.02	23.02							
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance				UEPPP PR7ZT			46.05	46.05							

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)						UEPPP	LNPCN	1.75								
	INTERFACE (Provisioning Only)																
	Voice/Data						UEPPP	PR71V	0.00	0.00	0.00						
	Digital Data						UEPPP	PR71D	0.00	0.00	0.00						
	Inward Data						UEPPP	PR71E	0.00	0.00	0.00						
	New or Additional "B" Channel																
	New or Additional - Voice/Data B Channel						UEPPP	PR7BV	0.00	29.05							
	New or Additional - Digital Data B Channel						UEPPP	PR7BF	0.00	29.05							
	New or Additional Inward Data B Channel						UEPPP	PR7BD	0.00	29.05							
	CALL TYPES																
	Inward						UEPPP	PR7C1	0.00	0.00	0.00						
	Outward						UEPPP	PR7C0	0.00	0.00	0.00						
	Two-way						UEPPP	PR7CC	0.00	0.00	0.00						
	Interoffice Channel Mileage																
	Fixed Each Including First Mile						UEPPP	1LN1A	80.382	198.15	148.18	25.44		19.99			
	Each Airline-Fractional Additional Mile						UEPPP	1LN1B	0.692								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1					1	UEPDC		170.59								
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2					2	UEPDC		246.30								
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3					3	UEPDC		397.71								
	UNE Loop Rates																
	4-Wire DS1 Digital Loop - UNE Zone 1					1	UEPDC	USLDC	101.92								
	4-Wire DS1 Digital Loop - UNE Zone 2					2	UEPDC	USLDC	177.63								
	4-Wire DS1 Digital Loop - UNE Zone 3					3	UEPDC	USLDC	329.04								
	UNE Port Rate																
	4-Wire DDITS Digital Trunk Port						UEPDC	UDD1T	68.67								
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is						UEPDC	USAC4		258.98	134.03			19.99			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes						UEPDC	USAWA		258.98	134.04			19.99			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk						UEPDC	USAWB		258.98	134.03			19.99			
	ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk						UEPDC	UDTTA		28.85	28.95			19.99			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk						UEPDC	UDTTB		28.85	28.85			19.99			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan - Inward Trunk w/out DID						UEPDC	UDTTC		28.85	28.85			19.99			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID						UEPDC	UDTTD		28.85	28.85			19.99			
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans						UEPDC	UDTTE		28.85	28.85			19.99			
	BIPOLAR & ZERO SUBSTITUTION																
	B8ZS - Superframe Format						UEPDC	CCOSF		0.00	600.00						
	B8ZS - Extended Superframe Format						UEPDC	CCOEF		0.00	600.00						
	Alternate Mark Inversion																
	AMI - Superframe Format						UEPDC	MCOSF		0.00	0.00						
	AMI - Extended SuperFrame Format						UEPDC	MCOPO		0.00	0.00						
	Telephone Number/Trunk Group Establishment Charges																
	Telephone Number for 2-Way Trunk Group						UEPDC	UDTGX	0.00								
	Telephone Number for 1-Way Outward Trunk Group						UEPDC	UDTGY	0.00								
	Telephone Number for 1-Way Inward Trunk Group Without DID						UEPDC	UDTGZ	0.00								
	DID Numbers for each Group of 20 DID Numbers						UEPDC	ND4	0.00	0.00							
	DID Numbers, Non- consecutive DID Numbers , Per Number						UEPDC	ND5	0.00								
	Reserve Non-Consecutive DID Nos.						UEPDC	ND6	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42	19.99					
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00										
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
		Each System can have up to 24 combinations of rates depending on type and number of ports used															
		UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00			19.99					
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00			19.99					
		96 DSO Channel Capacity - 1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00			19.99					
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00			19.99					
		192 DSO Channel Capacity - 1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00			19.99					
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00			19.99					
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00			19.99					
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00			19.99					
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00			19.99					
		576 DSO Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00			19.99					
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00			19.99					
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	300.95	16.72			19.99					
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, & TN Only			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65	19.99					
		Bipolar 8 Zero Substitution															
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00								
		Alternate Mark Inversion (AMI)															
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
		Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.58	0.00	0.00	0.00	0.00	19.99					
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.58	0.00	0.00	0.00	0.00	19.99					
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.58	0.00	0.00	0.00	0.00	19.99					

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM		9.20	0.00	0.00	0.00	0.00		19.99			
		2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4		1.58	0.00	0.00				19.99			
		2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3		1.58	0.00	0.00				19.99			
Feature Activations - Unbundled Loop Concentration																	
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM		0.64	25.39	13.41	4.19	4.16		19.99			
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU		0.64	78.13	18.42	59.24	11.58		19.99			
Telephone Number/ Group Establishment Charges for DID Service																	
		DID Trunk Termination (1 per Port)			UEPPX	NDT		0.00	0.00	0.00							
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4		0.00	0.00	0.00							
		Non-Consecutive DID Numbers - per number			UEPPX	ND5		0.00	0.00	0.00							
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6		0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV		0.00	0.00	0.00							
Local Number Portability																	
		Local Number Portability - 1 per port			UEPPX	LNPCP		3.15	0.00	0.00							
FEATURES - Vertical and Optional																	
Local Switching Features Offered with Line Side Ports Only																	
		All Features Available			UEPPX	UEPVF		5.55	0.00	0.00				19.99			
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																	
These scenarios include:																	
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																	
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																	
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																	
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																	
The Market Rate for unbundled ports includes all available features in all states.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																	
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1				28.35									
		2-Wire VG Loop/Port Combo - Zone 2		2				37.31									
		2-Wire VG Loop/Port Combo - Zone 3		3				56.24									
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX		14.35									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX		23.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX		42.24									
2-Wire Voice Grade Line Port (Res)																	
		2-Wire voice unbundled port - residence			UEPRX	UEPRL		14.00	90.00	90.00				19.99			
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC		14.00	90.00	90.00				19.99			
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO		14.00	90.00	90.00				19.99			
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP		14.00	90.00	90.00				19.99			
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRX	LNPCX		0.35									
FEATURES																	
		All Features Offered			UEPRX	UEPVF		0.00	0.00	0.00							
NONRECURRING CHARGES - CURRENTLY COMBINED																	
ADDITIONAL NRCs																	
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2			0.00	0.00				19.99			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
UNE Port/Loop Combination Rates																	

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
		2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	42.24										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
		2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	42.24										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
		FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				19.99				
		ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			28.35										
		2-Wire VG Loop/Port Combo - Zone 2		2			37.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			56.24										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	14.35										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	23.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	42.24										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				19.99				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				19.99				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00				19.99				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			28.35										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			37.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			56.24										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	14.35										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	23.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	42.24										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	14.00	90.00	90.00				19.99				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	14.00	90.00	90.00				19.99				
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	14.00	90.00	90.00				19.99				
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				19.99				
	UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES															
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			69.59										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			76.58										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			85.06										

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1			1	UEPPX	UECD1	20.42									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2			2	UEPPX	UECD1	27.41									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3			3	UEPPX	UECD1	35.89									
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port				UEPPX	UEPD1	40.00	600.00	45.00			19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk				UEPPX	USAS1		53.56	53.56			19.99				
	Telephone Number/Trunk Group Establishment Charges																
		DID Trunk Termination (One Per Port)				UEPPX	NDT	0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers				UEPPX	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number				UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers				UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers				UEPPX	NDV	0.00	0.00	0.00							
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)				UEPPX	LNPCP	3.15	0.00	0.00							
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1			1	UEPPB	UEPPR	87.20									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2			2	UEPPB	UEPPR	104.49									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3			3	UEPPB	UEPPR	115.97									
	UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1			1	UEPPB	UEPPR	27.20					19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 2			2	UEPPB	UEPPR	35.07					19.99				
		2-Wire ISDN Digital Grade Loop - UNE Zone 3			3	UEPPB	UEPPR	45.97					19.99				
	UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port				UEPPB	UEPPR	60.00	525.00	400.00			19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	ADDITIONAL NRCs																
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)				UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)				UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						
		CVS (EWSD)				UEPPB	UEPPR	U1UCB	0.00	0.00	0.00						
		CSD				UEPPB	UEPPR	U1UCC	0.00	0.00	0.00						
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)				UEPPB	UEPPR	U1UCD	0.00	0.00	0.00						
		CVS (EWSD)				UEPPB	UEPPR	U1UCE	0.00	0.00	0.00						
		CSD				UEPPB	UEPPR	U1UCF	0.00	0.00	0.00						
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)				UEPPB	UEPPR	U1UMA	0.00	0.00	0.00						
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile				UEPPB	UEPPR	UEPVF	5.55	0.00	0.00		19.99				
	INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination				UEPPB	UEPPR	M1GNC	17.81	107.11	48.27		19.99				
		Interoffice Channel mileage each, additional mile				UEPPB	UEPPR	M1GNM	0.0339	0.00	0.00						
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1			1	UEPPP		951.92									
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2			2	UEPPP		1,027.63									

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP	1,179.04											
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	101.92					19.99						
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	177.63					19.99						
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	329.04					19.99						
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	850.00	1,150.00	1,150.00			19.99						
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF	0.9801										
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO	23.02	23.02									
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT	46.05	46.05									
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provisioning Only)															
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	40.00									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	40.00									
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	40.00									
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	80.382	198.15	148.18	25.44		19.99					
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.692										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide		sw	UEPDC												
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC	170.59											
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC	246.30											
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC	397.71											
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - Statewide		sw	UEPDC	USLDC											
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	101.92					19.99						
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	177.63					19.99						
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	329.04					19.99						
		4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,003.02	478.01	211.87	20.77	19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4	258.98	134.03				19.99					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA	258.98	134.04				19.99					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB	258.98	134.03				19.99					
		ADDITIONAL NRCs															

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4							19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.85	28.95				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.85	28.85				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.85	28.85				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.85	28.85				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.85	28.85				19.99				
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00	600.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	600.00								
	Alternate Mark Inversion																
		AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) -																
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	79.69	198.15	148.18	25.44	20.42		19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.692	0.00	0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.692	0.00	0.00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	A system can have various rate combinations based on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	101.92	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	177.63	0.00	0.00								
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	329.04	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	115.89	0.00	0.00				19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	231.78	0.00	0.00				19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	463.56	0.00	0.00				19.99				
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	695.34	0.00	0.00				19.99				
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	980.00	0.00	0.00				19.99				
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,158.90	0.00	0.00				19.99				
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,390.68	0.00	0.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,854.24	0.00	0.00				19.99			
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,317.80	0.00	0.00				19.99			
	576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,781.36	0.00	0.00				19.99			
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,244.92	0.00	0.00				19.99			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.															
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
System Additions Where Currently Combined and New (Not Currently Combined)															
In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65		19.99			
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	600.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	600.00							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		19.99			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		19.99			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		19.99			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00		19.99			
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4	14.00	0.00	0.00				19.99			
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3	14.00	0.00	0.00				19.99			
Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	40.00	20.00	6.00	5.00		19.99			
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	110.00	30.00	65.00	20.00		19.99			
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	5.55	0.00	0.00				19.99			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES															
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
4. For Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC, and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, and NC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
UNE Port/Loop Combination Rates (Non-Design)															

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		16.55											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		25.51											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		44.44											
	UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		22.62											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		29.61											
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		38.09											
	UNE Loop Rate																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	14.35											
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	23.31											
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	42.24											
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	20.42											
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	27.41											
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	35.89											
	UNE Ports																	
	All States (Except North Carolina and Sout Carolina)																	
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	2.20					19.99						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	2.20					19.99						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	2.20					19.99						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	2.20					19.99						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	2.20					19.99						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	2.20					19.99						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	2.20					19.99						
	AL, KY, LA, MS, & TN Only																	
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	2.20					19.99						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	2.20					19.99						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	2.20					19.99						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	2.20					19.99						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	2.20					19.99						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	2.20					19.99						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	2.20					19.99						
	Local Switching																	
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.5488											
	Local Number Portability																	
		Local Number Portability (1 per port)			UEP91	LNPCc	0.35											
	Features																	
		All Standard Features Offered, per port			UEP91	UEPVF	2.64											
		All Select Features Offered, per port			UEP91	UEPVS	0.00	405.52				19.99						
		All Centrex Control Features Offered, per port			UEP91	UEPVC	2.64											
	NARS																	
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00			19.99						
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00			19.99						
		Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00	0.00	0.00			19.99						
	Miscellaneous Terminations																	

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2	Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Nonrecurring	Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP91	CENA6	9.17									
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	24.15					19.99				
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0101					19.99				
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.64									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.64									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.64									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.64									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.64									
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.64									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.64									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		2.80	0.41			19.99				
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21				19.99				
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21				19.99				
	Secondary Block, per Block			UEP91	M2CC1	0.00	78.02				19.99				
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73				19.99				
	UNE-P CENTREX - 5ESS (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		16.55									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		25.51									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		44.44									
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		22.62									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		29.61									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		38.09									
	UNE Loop Rate														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	14.35									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	23.31									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	42.24									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	20.42									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	27.41									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	35.89									
	UNE Port Rate														
	All States														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	2.20					19.99				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	2.20					19.99				
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	2.20					19.99				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	2.20					19.99				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	2.20					19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
			</															

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		16.55									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		25.51									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		44.44									
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		22.62									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		29.61									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		38.09									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	42.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	20.42									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	27.41									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	35.89									
	UNE Port Rate															
	ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.20					19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.20					19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.20					19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	2.20					19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.20					19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.20					19.99				

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	SOMEc	SOMAN	OSS Rates(\$)		
						First		Add'l	First					Add'l	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.20						19.99			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.20						19.99			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.20						19.99			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.20						19.99			
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	2.20						19.99			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	2.20						19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	2.20						19.99			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	2.20						19.99			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	2.20						19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	2.20						19.99			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	2.20						19.99			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.20						19.99			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.20						19.99			
	Local Switching															
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.5488									
	Local Number Portability															
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35									

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Features															
		All Standard Features Offered, per port			UEP9D	UEPVF	2.64										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.64										
		NARS															
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00			19.99					
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00			19.99					
		Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00			19.99					
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9D	CEND6	9.17										
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9D	M1HD1	68.67										
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	28.25				19.99					
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.15										
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0101										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.64										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.64										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.64										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.64										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.64										
		Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.64										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.64										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.80	0.41			19.99					
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21				19.99					
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21				19.99					
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73				19.99					
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		16.55										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		25.51										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		44.44										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		22.62										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		29.61										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		38.09										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	14.35										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	23.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	42.24										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	20.42										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	27.41										

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		</																

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot				UEP9E	1PQWQ	0.64									
		Feature Activation on D-4 Channel Bank WATS Loop Slot				UEP9E	1PQWA	0.64									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port				UEP9E	USAC2		2.80	0.41			19.99				
		New Centrex Standard Common Block				UEP9E	M1ACS	0.00	667.21				19.99				
		New Centrex Customized Common Block				UEP9E	M1ACC	0.00	667.21				19.99				
		NAR Establishment Charge, Per Occasion				UEP9E	URECA	0.00	72.73				19.99				
		UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1		UEP93		16.55									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2		UEP93		25.51									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3		UEP93		44.44									
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1		UEP93		22.62									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2		UEP93		29.61									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3		UEP93		38.09									
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1		UEP93	UECS1	14.35									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2		UEP93	UECS1	23.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3		UEP93	UECS1	42.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1		UEP93	UECS2	20.42									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2		UEP93	UECS2	27.41									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3		UEP93	UECS2	35.89									
		UNE Port Rate															
		AL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP93	UEPYA	2.20					19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area				UEP93	UEPYB	2.20					19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area				UEP93	UEPYH	2.20					19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area				UEP93	UEPYM	2.20					19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area				UEP93	UEPYZ	2.20					19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area				UEP93	UEPY9	2.20					19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area				UEP93	UEPY2	2.20					19.99				
		2-Wire Voice Grade Port (Centrex)				UEP93	UEPQA	2.20					19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP93	UEPQB	2.20					19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1				UEP93	UEPQH	2.20					19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2				UEP93	UEPQM	2.20					19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term				UEP93	UEPQZ	2.20					19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent				UEP93	UEPQ9	2.20					19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term				UEP93	UEPQ2	2.20					19.99				
		Local Switching															
		Centrex Intercom Funtionality, per port				UEP93	URECS	0.5488									

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Number Portability															
	Local Number Portability (1 per port)			UEP93	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	2.64										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	2.64										
	NARS															
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Outdial			UEP93	UARO X	0.00	0.00	0.00				19.99				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP93	CEND6	9.17										
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP93	M1HD1	68.67										
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	28.25					19.99				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP93	MIGBC	24.15										
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0101										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.64										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.64										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.64										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.64										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.64										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.64										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.64										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		2.80	0.41				19.99				
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21					19.99				
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	667.21					19.99				
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.73					19.99				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Disconnect			Disconnect							
							Rec	First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.79	49.57	22.83	25.62	6.57		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.27	49.57	22.83	25.62	6.57		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	33.36	49.57	22.83	25.62	6.57		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR, UEPSB	UEALS	12.79	49.57	22.83	25.62	6.57		19.99				
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	17.27	49.57	22.83	25.62	6.57		19.99				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	33.36	49.57	22.83	25.62	6.57		19.99				
		Engineering Information Document (EI)			UEANL			28.77	28.77								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		23.02	23.02								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.50	135.75	82.47	63.53	12.01		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	19.57	135.75	82.47	63.53	12.01		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	37.82	135.75	82.47	63.53	12.01		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.50	135.75	82.47	63.53	12.01		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	19.57	135.75	82.47	63.53	12.01		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	37.82	135.75	82.47	63.53	12.01		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	23.02	167.86	115.15	67.08	15.56		19.99				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	31.07	167.86	115.15	67.08	15.56		19.99				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	167.86	115.15	67.08	15.56		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02									
2-WIRE ISDN DIGITAL GRADE LOOP																	
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.76	147.69	94.41	62.23	10.71		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.38	147.69	94.41	62.23	10.71		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	56.76	147.69	94.41	62.23	10.71		19.99				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																	

UNBUNDLED NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring								
							Disconnect										
							Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.76	147.69	94.41	62.23	10.71		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.38	147.69	94.41	62.23	10.71		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	56.76	147.69	94.41	62.23	10.71		19.99				
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.65	149.53	103.85	75.05	15.63		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	17.08	149.53	103.85	75.05	15.63		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	33.00	149.53	103.85	75.05	15.63		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.65	124.83	71.12	60.64	9.12		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	17.08	124.83	71.12	60.64	9.12		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	33.00	124.83	71.12	60.64	9.12		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.97	159.09	113.41	75.05	15.63		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.46	159.09	113.41	75.05	15.63		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	26.00	159.09	113.41	75.05	15.63		19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		23.02									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.97	134.40	80.69	60.64	9.12		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.46	134.40	80.69	60.64	9.12		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	26.00	134.40	80.69	60.64	9.12		19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		23.02									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.69	193.31	138.98	77.15	12.61		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.17	193.31	138.98	77.15	12.61		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	40.90	193.31	138.98	77.15	12.61		19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		23.02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.69	168.62	115.47	62.74	11.22		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.17	168.62	115.47	62.74	11.22		19.99				

UNBUNDLED NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring								
									Disconnect								
							Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	40.90	168.62	115.47	62.74	11.22		19.99				
		Order Coordination for Specified Conversion Time			UHL	OCOSL		23.02									
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.44	313.75	181.48	61.22	13.53		19.99				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	99.13	313.75	181.48	61.22	13.53		19.99				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	191.51	313.75	181.48	61.22	13.53		19.99				
		Order Coordination for Specified Conversion Time			USL	OCOSL		23.02									
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	26.39	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	35.62	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	68.82	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.39	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.62	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	68.82	161.56	108.85	67.08	15.56		19.99				
		Order Coordination for Specified Conversion Time			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.39	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.62	161.56	108.85	67.08	15.56		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	68.82	161.56	108.85	67.08	15.56		19.99				
		Order Coordination for Specified Conversion Time			UDL	OCOSL		23.02									
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.65	148.50	102.82	75.05	15.63		19.99				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.08	148.50	102.82	75.05	15.63		19.99				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	33.00	148.50	102.82	75.05	15.63		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.65	123.81	70.09	60.64	9.12		19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.08	123.81	70.09	60.64	9.12		19.99				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	33.00	123.81	70.09	60.64	9.12		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12		19.99				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12		19.99				

UNBUNDLED NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring								
							Disconnect										
							Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	44.69	22.40	25.65	7.06		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	12.67	44.69	22.40	25.65	7.06		19.99				
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	20.22	44.69	22.40	25.65	7.06		19.99				
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
		Engineering Information Document			UEQ			28.77	28.77								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		77.09	77.09								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		33.12	33.12								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	18.03	177.87	132.76	77.15	17.73		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	24.34	177.87	132.76	77.15	17.73		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	47.02	177.87	132.76	77.15	17.73		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	18.03	153.18	100.03	62.74	11.22		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	24.34	153.18	100.03	62.74	11.22		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	47.02	153.18	100.03	62.74	11.22		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		LOOP MODIFICATION															
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UCL, UHL, UCL, UEQ, ULS	ULM2L		0.00	0.00								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		343.12	343.12								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		343.12	343.12								